the Kootenai River population of the white sturgeon (*Acipenser transmontanus*) in conjunction with research in the State of Montana, for the purpose of enhancing its survival.

Permit No. TE–096741

Applicant: Pacific Naval Facilities Engineering Command, Hawaii.

The applicant requests an amendment to an existing scientific research permit to take (survey, collect eggs or larvae, rear in captivity, photograph, release, and collect voucher specimens) the Hawaiian picture-wing flies *Drosophila aglaia, D. hemipeza, D. montgomeryi, D. obatai, D. substenoptera, D. tarphytrichia,* and *D. musaphilia* in conjunction with research on the islands of Oahu and Kauai, Hawaii, for the purpose of enhancing their survival. This permit currently covers removal and reduction to possession of *Abutilon menziesii* (ko'oloa'ula), *Abutilon sandwicense* (no common name), *Achyranthes splendens var. rotundata* (round-leaved chaff flower), *Alectryon macrococcus var. micrococcus* (mahoe), *Bonamia menziesii* (no common name), *Chamaesyce kuwaleana* (akoko), *Chamaesyce skottsbergii var. kalaeloana* ('Ewa Plains 'akoko), *Cyperus trachysanthos* (puukaa), *Flueggea neowawraea* (mehamehame), *Hedyotis parvula* (no common name), *Lepidium arbuscula* (anaunau), *Lipochaeta lobata var. leptophylla* (nehe), *Lipochaeta tenuifolia* (nehe), *Lobelia niihauensis* (no common name), *Marsilea villosa* (ihi'ihi), *Melicope pallida* (alani), *Melicope saint-johnii* (alani), *Neraudia angulata* (no common name), *Nototrichium humile* (kului), *Schiedea hookeri* (no common name), *Tetramolopium filiforme* (no common name), *Tetramolopium lepidotum* ssp. *lepidotum* (no common name), and *Viola chamissoniana* ssp. *chamissoniana* (pamakani), for which we originally published a notice in the **Federal Register** on January 7, 2005 (70 FR 1456).

Permit No. TE–068803

Applicant: Jerry Lynn Kinser, Conroe, Texas.

The applicant requests a permit to purchase, in interstate commerce, two male captive bred Hawaiian (=nene) geese (*Branta* [=*Nesochen*] *sandvicensis*) for the purpose of enhancing their propagation and survival. This notification covers activities conducted by the applicant over the next 5 years.

Permit No. TE–212061

Applicant: Paul C. Hammond, Philomath, Oregon.

The applicant requests a new scientific research permit to take (capture, handle, and release) the Fender's blue butterfly (*Icaricia icarioides fenderi*) in conjunction with research in the State of Oregon, for the purpose of enhancing its survival.

Public Comments

Please refer to the permit number for the application when submitting comments.

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

Comments and materials we receive will be available for public inspection, by appointment, during normal business hours at the above address.

Dated: April 13, 2009.

David J. Wesley,

Regional Director, Region 1, U.S. Fish and Wildlife Service.

[FR Doc. E9–9154 Filed 4–21–09; 8:45 am]

BILLING CODE 4310–55–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Approved Tribal-State Gaming Amendment.

SUMMARY: This notice publishes an Approval of the Third Amendment to Tribal-State Compact for Technical Changes to Class III Video Games of Chance on the Red Lake Band of Chippewa Reservation.

DATES: *Effective Date:* April 22, 2009.

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

SUPPLEMENTARY INFORMATION: Under Section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. This Amendment allows for technical changes to the Compact that address the technical advances that have occurred in the market with regard to slot machines and sets in place the technical standards for gaming devices that accept coin, currency or cashless tickets and issue cashless tickets.

Dated: April 13, 2009.

George T. Skibine,

Deputy Assistant Secretary for Policy and Economic Development.

[FR Doc. E9–9263 Filed 4–21–09; 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 Tribal-State Class III Gaming Compact taking effect.

SUMMARY: This publishes notice of a Tribal-State Class III Gaming Compact taking effect. The Compact is between the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan and the State of Michigan and provides for the conduct of Tribal Class III Gaming by the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan.

DATES: *Effective Date:* April 22, 2009.

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

SUPPLEMENTARY INFORMATION: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. This Compact is entered into to fulfill the purpose and intent of IGRA by providing for Tribal gaming as a means of generating Tribal revenues, thereby promoting Tribal economic development, Tribal self-sufficiency and a strong Tribal government. This Compact lists the games that are authorized for play by the Tribe; describes the eligible Indian lands where the Tribe may conduct gaming; lists the regulations to be followed in order to conduct Class III gaming, as well as, the regulations to

provide services to the gaming facility; and provides for dispute resolution over any breaches of this Compact.

Dated: April 13, 2009.

George T. Skibine,

Deputy Assistant Secretary for Policy and Economic Development.

[FR Doc. E9–9260 Filed 4–21–09; 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 amendment to approved Tribal-State compact.

SUMMARY: This notice publishes the approval of the Seventh Amendment to the Agreement between the Crow Tribe of Montana and the State of Montana Concerning Class III Gaming.

DATES: *Effective Date:* April 22, 2009.

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

SUPPLEMENTARY INFORMATION: Pursuant to section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of the approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. This Amendment increases the number of Class III video gambling machines available for play to 400; allows for Tribal gaming operations to be located anywhere on the reservation; increases the prize limit for Class III gaming to $2,000.00; increases the wager limit on Tribally owned machines to $5.00; and sets out the technical and internal control standards for Class III gaming machines on the reservation.

Dated: April 15, 2009.

George T. Skibine,

Deputy Assistant Secretary for Policy and Economic Development.

[FR Doc. E9–9258 Filed 4–21–09; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Rate Adjustments for Indian Irrigation Projects

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of rate adjustments.

SUMMARY: The Bureau of Indian Affairs (BIA) owns, or has an interest in, irrigation projects located on or associated with various Indian reservations throughout the United States. We are required to establish irrigation assessment rates to recover the costs to administer, operate, maintain, and rehabilitate these projects. We are notifying you that we have adjusted the irrigation assessment rates at several of our irrigation projects and facilities to reflect current costs of administration, operation, maintenance, and rehabilitation.

DATES: *Effective Date:* The irrigation assessment rates shown in the tables as final are effective as of January 1, 2009.

FOR FURTHER INFORMATION CONTACT: For details about a particular BIA irrigation project or facility, please use the tables in the **SUPPLEMENTARY INFORMATION** section to contact the regional or local office where the project or facility is located.

SUPPLEMENTARY INFORMATION: A Notice of Proposed Rate Adjustment was published in the **Federal Register** on October 30, 2008 (73 FR 64629) to propose adjustments to the irrigation assessment rates at several BIA irrigation projects. The public and interested parties were provided an opportunity to submit written comments during the 60-day period that ended December 29, 2008.

Did the BIA defer or change any proposed rate increases?

Yes. At the Fort Belknap, Fort Peck, and Uintah Irrigation Projects, the project operations and maintenance (O&M) has been contracted by the water users and/or tribes. Based on the budget submitted by the water users at Fort Belknap, the rate was only raised to $14.75 instead of $20.00 per acre. Based on the budget submitted by the water users at Fort Peck, the rate was only raised to $24.00 instead of $25.75 per acre. Based on the budget submitted by the water users at Uintah, the rate is raised to $15.00 instead of the previously proposed $13.70 per acre.

Did the BIA receive any comments on the proposed irrigation assessment rate adjustments?

Written comments were received related to the proposed rate adjustments for the San Carlos Irrigation Project—Joint Works, the Wapato Irrigation Project, and the Wind River Irrigation Project.

What issues were of concern to the commenters?

Individuals and entities commenting on the proposed rates raised concerns about one or more of the following issues: (1) How funds are expended for O&M costs; (2) the BIA's trust responsibility for projects; (3) the BIA's responsibility to enhance idle land tracts to make them productive; (4) the efficiencies of contracting with water users groups to perform O&M to save costs; and (5) how rate increases impact the local agricultural economy and individual land owners.

Commenters raised concerns specific to the Wind River Irrigation Project (WRIP), asserting that: (1) The BIA is responsible for delivery of the full amount of water quantified in the Big Horn Decree; (2) the WRIP should not be considered self-supporting for irrigation O&M funding and requires Federal assistance; and (3) the Eastern Shoshone and Northern Arapaho Tribes and their members should not be subsidizing non-Indian lessee water users.

A commenter raised concerns specific to the San Carlos Irrigation Project—Joint Works, asserting that: (1) The number of BIA personnel required to operate and maintain the project is too high; (2) the BIA should maintain the project wells; (3) anticipated project expenses for FY 2010 will be higher; and (4) the BIA is budgeting too much for emergency reserves.

The Yakama Nation raised concerns specific to the Wapato Irrigation Project, stating that the Yakama Nation does not believe that the BIA has authority to charge the Yakama Nation and its members irrigation O&M charges as provided in this notice.

How does the BIA respond to concerns regarding how funds are expended for O&M costs?

The BIA considers the following expenses when determining an irrigation project's budget: Project personnel costs; materials and supplies; vehicle and equipment repairs; equipment; capitalization expenses; acquisition expenses; rehabilitation costs; maintenance of a reserve fund for contingencies or emergencies; and other expenses that we determine are

United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

MAR 2 4 2009

TAKE PRIDE IN AMERICA

Honorable David K. Sprague
Chairman, Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan
P.O. Box 218
Dorr, Michigan 49323

Dear Chairman Sprague:

On February 24, 2004, we received the Compact between the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan (Tribe) and the State of Michigan (State), executed on May 9, 2007. Before making a decision on whether to approve or disapprove the Amendment, we seek additional documentation to clarify certain provisions of the Amendment.

Section 15 provides for a payment to the State for Economic Benefits of Exclusivity to discourage the State from authorizing adverse competition or other economic policies or activities that are harmful to the Tribe's gaming business. The Tribe agrees to pay annually to the State eight percent (8%) of net win up to $150 million, ten percent (10%) of net win over $150 million up to $300 million, and twelve percent (12%) of net win over $300 million. Also, should the State authorizes the State Lottery to operate Electronic Games of Chance within the Tribe's "Competitive Market" the Tribe's payments shall be reduced by 50% with the remaining 50% as a continuing incentive to the State to refrain from approving the operation of a Commercial Gaming Facility within the Tribe's Competitive Market.

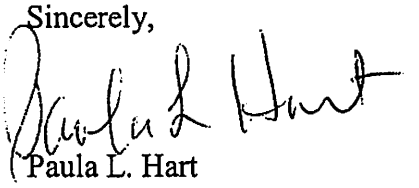
As you may be aware, the Department has sharply limited the circumstances under which Indian tribes can make direct payments to a State for purposes other than defraying the costs of regulating Class III gaming activities. To date, we have only approved payments to the State where the tribe obtains substantial economic benefits in return for the payments. The payment to the State must be appropriate in light of the value of the economic benefit conferred on the Tribe. Please provide us with an economic analysis that examines the value of the incentive and consideration that was conferred on the Tribe as well as an explanation of what the benefit is to the Tribe after breach of the "Competitive Market," and an economic analysis that examines that value.

Also please provide written confirmation that the land sited in the proposed compact meets the definition of "Indian lands" as required by the Indian Gaming Regulatory Act.
See 25 U.S.C. 2701-2721.

An analysis discussing the above-referenced issues is necessary in order for the Department to approve the Amendment. Under IGRA the Department of the Interior has 45 days to approve or disapprove a compact. The action deadline for the Compact is April 10, 2009. Please respond to this letter as soon as possible, but no later than March 30, 2009.

A similar letter is being sent to the Honorable Jennifer M. Granholm, Governor of the State of Michigan.

Sincerely,



Paula L. Hart
Acting Director, Office of Indian Gaming

A COMPACT BETWEEN THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN AND THE STATE OF MICHIGAN PROVIDING FOR THE CONDUCT OF TRIBAL CLASS III GAMING BY THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN

THIS COMPACT is made and entered into this 9th day of May, 2007, by and between the MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS (hereinafter referred to as "Tribe") and the STATE OF MICHIGAN (hereinafter referred to as "State").

RECITALS

WHEREAS, the State of Michigan is a sovereign State of the United States of America, having been admitted to the Union pursuant to the Act of January 26, Ch. 6, 1837, 5 Stat. 144, and is authorized by its constitution to enter into contracts and agreements, including this agreement with the Tribe; and

WHEREAS, the Tribe is a federally recognized Indian Tribe and its governing body, the Tribal Council, is authorized by its Tribal Constitution to enter into contracts and agreements of every description, including this agreement with the State; and

WHEREAS, the Congress of the United States has enacted the Indian Gaming Regulatory Act of 1988 (25 U.S.C. 2701 et. seq.), (hereinafter "IGRA"), which permits Indian tribes to operate Class III gaming activities on Indian reservations pursuant to a tribal-state compact entered into for that purpose; and

WHEREAS, the Tribe proposes to operate a Class III gaming establishment on Eligible Indian Lands in the State of Michigan, and by Tribal Council Resolution and Tribal Ordinance will adopt rules and regulations governing the games played and related activities at the Class III gaming establishment; and

WHEREAS, the State presently permits and regulates various types of gaming within the State (but outside Indian lands), including casino style gaming such as slot machines, craps, roulette, banking and nonbanking card games, as well as a lottery operating instant scratch games, and "pick number" games such as keno and club keno, most of which would be Class III games if conducted by the Tribe; and

WHEREAS, the Michigan Supreme Court in Automatic Music & Vending Corp. v. Liquor Control Comm., 426 Mich 452, 396 NW 2d 204 (1986); appeal dismissed 481 U.S. 1009, (1987) and the Michigan Court of Appeals in Primages Int'l of Michigan v. Michigan, 199 Mich App 252, 501 NW 2d 268 (1993), have held that the statutory

exception found at MCL 750.303 (2) allows for the play of electronic gaming devices, which includes computerized or electronic games of chance; and

WHEREAS, at the general election held on November 5, 1996, the electors adopted an initiated law which provides for a regulatory system under which state-licensed casino gambling may be operated in the City of Detroit; and

WHEREAS, casino style table games and electronic gaming devices are, therefore, permitted "for any purpose by any person, organization or entity," within the meaning of IGRA, 25 U.S.C. 2710(d)(1)(B); and

WHEREAS, the State has previously entered into substantially similar Compacts for the conduct of Class III games with 11 of the 12 federally-recognized Indian tribes in the State of Michigan and the Gun Lake Tribe is, therefore, currently the only such tribe that does not have a gaming compact with the State; and

WHEREAS, a compact between the Tribe and the State for the conduct of Class III gaming is sufficient to satisfy requirements imposed by the United States Congress by enactment of IGRA, for the operation of lawful Class III gaming by the Tribe on Eligible Indian Lands in Michigan; and

WHEREAS, the Tribe has demonstrated the support of Wayland Township the local unit of government within which the Tribe's proposed casino is to be located whose Board has passed a Resolution in support of the Class III Gaming Facility; and

WHEREAS, the State and the Tribe, in recognition of the sovereign rights of each party and in a spirit of cooperation in the interests of the citizens of the State and the members of the Tribe, have engaged in good faith negotiations recognizing and respecting the interests of each party and have agreed to this Compact.

NOW, THEREFORE, the Tribe and the State agree as follows:

SECTION 1. <u>Purpose and Objectives</u>

The purpose and objectives of the Tribe and the State in making this Compact are as follows:

(A) To demonstrate the good will and cooperative spirit between the State and the Tribe;

(B) To continue the development of effective working relationships between the State and tribal governments;

(C) To compact for Class III gaming on Eligible Indian Lands of the Tribe in Michigan as authorized by IGRA;

(D) To fulfill the purpose and intent of IGRA by providing for tribal gaming as a means of generating tribal revenues, thereby promoting tribal economic development, tribal self-sufficiency and strong tribal government;

(E) To provide tribal revenues to fund tribal government operations or programs, to provide for the general welfare of the Tribe and its members and for other purposes allowed under IGRA;

(F) To provide for the operation of Class III gaming in which, except as provided in 25 U.S.C. 2710(b)(4) and (d)(2)(A) of IGRA, the Tribe shall have the sole proprietary interest and be the primary beneficiary of the Tribe's gaming enterprise;

(G) To recognize the State's interest in the establishment by the Tribe of rules for the regulation of Class III gaming operated by the Tribe on Eligible Indian Lands;

(H) To recognize the State's interest in the establishment by the Tribe of rules and procedures for ensuring that Class III gaming is conducted fairly and honestly by the owners, operators, and employees and by the patrons of any Class III gaming enterprise of the Tribe; and

(I) To establish procedures to notify the patrons of the Tribe's Class III gaming establishment that the establishment is not regulated by the State of Michigan and that patrons must look to the tribal government or to the federal government to resolve any issues or disputes with respect to the operations of the establishment.

SECTION 2. <u>Definitions</u>

For purposes of this Compact, the following definitions pertain:

(A) "Class III gaming" means all forms of gaming authorized by this Compact, which are neither Class I nor Class II gaming, as such terms are defined in 2703(6) and (7) of IGRA. Only those Class III games authorized by this Compact may be operated by the Tribe.

(B) "Commercial Gaming Facility" shall mean any facility that offers more than five (5) Electronic Games of Chance for gambling purposes, whether or not operated by the State Lottery.

(C) "Competitive Market" means the following Michigan counties: Allegan, Barry, Calhoun, Eaton, Ingham, Ionia, Kalamazoo, Kent, and Ottawa.

(D) "Electronic Game of Chance" means a player activated or operated electronic, mechanical or electromechanical device that:

(1) allows a person to play a game of chance or a facsimile of a game of chance, which may or may not be affected by an element of skill;

(2) is activated by, or which is operated through, the insertion of a coin, currency (or equivalent thereof), token, or by the use of a credit or the pledge or promise to pay anything of value;

(3) is controlled by software or electronic, mechanical, or electromechanical process that determines the element of chance and winning payout; and

(4) awards either

(a) cash or

(b) credits, tokens, replays, or a written statement of the player's accumulated credits, if the credits, tokens, replays, or written statement can be redeemed for cash, or

(c) any other thing of value.

"Electronic Game of Chance" does not include:

(1) A class III game of chance operated by a federally-recognized or acknowledged Indian Tribe (other than the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians) unless:

(a) the Electronic Game of Chance is operated by such tribe pursuant to IGRA under a compact or compact amendment with the State; and

(b) the compact or amendment permits such tribe to conduct gaming in more than one location; and

(c) the game is operated by such tribe at its second or subsequent location; and

(d)the site upon which the game is conducted is located within the "Competitive Market" defined by this compact; and

(e) The Match-E-Be-Nash-She-Wish Band has not consented in writing to the opening of that tribe's second or subsequent site within its "Competitive Market."

(2) Charitable gaming conducted pursuant to the Traxler-McCauley-Law-Bowman Bingo Act, MCL 432.101 et seq., unless such charitable gaming uses player activated electronic or electromechanical devices;

(3) Any of the following games or devices in use by the Michigan State Lottery:

(a) A device, including a self-service device, that is used to dispense tickets for any lawful game conducted by the Lottery, and/or to display the results of a Lottery drawing, wager or ticket in such a game, so long as no more than five such devices are permitted at any one establishment and, if the machine is used to display the results of a Lottery game, wager or ticket, a new result is determined and/or displayed no more frequently than once every three minutes.

(b) A handheld device that is the functional equivalent of an instant lottery ticket or tickets, provided that the device contains a fixed number of plays with predetermined results and does not dispense anything of value.

(E) "Eligible Indian Lands" means lands, acquired by the United States in trust for the Tribe at the Northeast corner of the intersection of U.S. 131 and 129th Street, which lands are located in Wayland Township in Allegan County, Michigan (a site of approximately 147 acres). A total of one (1) tribal class III gaming facility may be located on Eligible Indian Lands; provided however, if any tribe which attains federal recognition subsequent to the date of this Compact is granted the right, under a valid Compact with the State of Michigan, to operate more than one (1) Class III gaming facility on its Indian lands, the Tribe shall be afforded the same right subject to the same terms and conditions imposed on such newly recognized tribe.

(F) "Person" means a business, individual, proprietorship, firm, partnership, joint venture, syndicate, trust, labor organization, company, corporation, association, committee, state, local government, government instrumentality or entity, or any other organization or group of persons acting jointly.

(G) "Net Win" means the total amount wagered on each electronic game of chance, minus the total amount paid to players for winning wagers at such machine calculated in accordance with Generally Accepted Accounting Principles pursuant to American Institute of Certified Public Accountant standards. For purposes of computing Net Win, the total amount wagered does not include the initial value of any electronic promotional slot credits provided to a patron by the Tribal Gaming Facility so long as there is no monetary value to the electronic promotional slot credit other than in a slot machine, and the exclusion of the promotional slot credit from the total amount wagered does not otherwise have a negative impact on the total aggregate of Net Win; the total amount wagered does include subsequent wagers made using any credits or winnings derived from the initial play of such electronic promotional credits. If a machine is part of an inter-casino linked system or similar enterprise, the "total amount paid to players for winning wagers at such machine" does include the pro-rata share of winnings paid out under that linked system but does not include the payment of fees, costs, royalties, or other expenses associated with or attributable to administering the inter-casino linked system.

H. "Resident Tribal Member" means an enrolled member of the Tribe who resides within the Tribe's "Indian Country" (as defined under 18 U.S.C. 1151).

SECTION 3. Authorized Class III Games

(A) The Tribe may lawfully conduct the following Class III games on Eligible Indian Lands:

(1) Craps and related dice games;

(2) Wheel games, including "Big Wheel" and related games;

(3) Roulette;

(4) Banking card games that are not otherwise treated as Class II gaming in Michigan pursuant to 25 U.S.C. 2703(7) (C), and non-banking card games played by any Michigan tribe on or before May 1, 1988;

(5) Electronic games of chance;

(6) Keno;

(7) Any other Class III game that lawfully may be operated by a person licensed to operate a casino pursuant to the Initiated Law of 1996, MCL 432.201 et. seq.; and

This Compact shall apply to all card games that are considered to be Class II games pursuant to 25 U.S.C. 2703(7)(C) only if those games are expanded beyond their "nature and scope" as it existed before May 1, 1988, and only to the extent of such expansion. The term "nature and scope" shall be interpreted consistent with IGRA, the legislative history of IGRA, any applicable decisions of the courts of the United States and any applicable regulations of the National Indian Gaming Commission.

Any limitations on the number of games operated or played, their location within Eligible Indian Lands as defined under this Compact, hours or period of operation, limits on wagers or pot size, or other such limitations shall be determined by duly enacted tribal law or regulation. Any state law restrictions, limitations or regulation of such gaming shall not apply to Class III games conducted by the Tribe pursuant to this Compact.

(B) Additional Class III games may be lawfully conducted by mutual agreement of the Tribe and the State as follows:

(1) The Tribe shall request additional games by letter from the tribal Chairperson on behalf of the Tribe to the Governor on behalf of the State. The request shall identify the additional proposed gaming

activities with specificity and any proposed amendments to the Tribe's regulatory ordinance.

(2) The State acting through the Governor shall take action on the Tribe's request within ninety (90) days after receipt. The Governor's action shall be based on:

(a) Whether the proposed gaming activities are permitted in the State of Michigan for any purpose by any person, organization or entity; and

(b) Whether the provisions of this Compact are adequate to fulfill the policies and purposes set forth in the IGRA with respect to such additional games.

SECTION 4. Regulation of Class III Gaming

(A) Integrity of Gaming. Protecting the Class III gaming activities requires that the public maintain confidence and trust in the integrity of gaming activities, which activities must be free of criminal and corruptive elements.

(1) Enactment of Tribal Gaming Ordinance. Prior to permitting the initiation of any Class III gaming on Eligible Indian Lands, the Tribe will enact a comprehensive gaming regulatory ordinance governing all aspects of the Tribe's gaming enterprise. The requirements of this Section 4 are intended to supplement, rather than conflict with the provisions of the Tribe's ordinance. To the extent any regulatory requirement of this Compact is more stringent or restrictive than a parallel provision of the Tribe's ordinance, as now or hereafter amended, this Compact shall control.

(2) Applicability. The regulatory requirements of this Section 4 shall apply to the conduct of all Class III gaming authorized by the Compact. At all times in which it conducts any Class III gaming under this Compact, the Tribe shall maintain, as part of its lawfully enacted ordinances, requirements at least as restrictive as those set forth herein.

(3) Strict Regulation. The Tribe shall license, operate, and regulate all Class III gaming activities in accordance with this Compact, tribal law, IGRA, and all other applicable federal law. This shall include but not be limited to the adoption of the Minimum Internal Control Standards, the licensing of consultants (except legal counsel), primary management officials, and key officials to each Class III gaming activity or operation. Any violation of this Compact, tribal law, IGRA, or other applicable federal law shall be corrected immediately by the Tribe.

(a) Minimum Age Requirements.

(i) No person under the age of 21 may participate in any Class III game.

(ii) Except for non-gaming employees, no person under the age of 21 may be physically present on or in those portions of the premises of a licensed gaming facility where class III gaming is being played. Persons under the age of 21 may be physically present on or in those portions of the premises where Class III gaming are not being played or in the restaurant areas.

(b) Eligible Lands. The Tribe shall not conduct any Class III gaming outside of Eligible Indian Lands.

(c) Posting of Rules. The rules of each Class III card game shall be posted in a prominent place in each card room and must designate:

(i) The maximum rake-off percentage, time buy-in or other fee charged;

(ii) The number of raises allowed;

(iii) The monetary limit of each raise;

(iv) The amount of ante; and

(v) Other rules as may be necessary.

(d) Bank Secrecy Act. The Tribe shall comply with all applicable provisions of the Bank Secrecy Act, P.L. 91-508, October 26, 1970, 31 U.S.C. 5311-5314.

(e) Prohibited Acts. In addition to other civil and criminal offenses that otherwise may not be listed, the Tribe shall prohibit the following acts:

(i) Participating within Indian Lands in any Class III gaming not authorized by the Tribe;

(ii) Knowingly making a false statement in an application for a license;

(iii) Knowingly making a false statement in connection with any contract in relation to any gaming;

(iv) Attempting to bribe any person participating in any gaming;

(v) Offering or accepting a loan, financing or other thing of value between a Commissioner, Director or employee of the Tribal Gaming Commission or the gaming facility and any person participating in any gaming;

(vi) Promoting or participating in any illegal gaming;

(vii) Failing to keep sufficient books and records to substantiate receipts, disbursements and expenses incurred or paid from any gaming;

(viii) Falsifying any books or records that relate to any transaction connected with any gaming;

(ix) Conducting, participating in, or tolerating any gaming which in any manner results in cheating or misrepresentation, and which allows any other disreputable tactics which detract from the fair nature and equal chance of participation between gaming players, or which otherwise creates an advantage over and above the chance of such gaming activity which affects its outcome;

(x) Conducting gaming with, or allowing participation in gaming by or with a visibly intoxicated or disorderly player;

(xi) Allowing or participating in the sale of liquor at gaming facilities in a manner prohibited by Tribal law;

(xii) Allowing any person, by providing something other than money, personal checks or other approved consideration, a chance to play or participate in any gaming;

(xiii) Using bogus or counterfeit chips or charitable gaming tickets, or to substitute or use any cards, charitable gaming tickets or gaming equipment that has been marked or tampered with;

(xiv) Employing or possessing any cheating device;

(xv) Facilitating cheating in any gaming;

(xvi) Knowingly using any fraudulent scheme or technique to change the odds of any gaming activity;

(xvii) Soliciting or using, directly or indirectly, inside information on the nature or status of any gaming activity for the benefit of any person;

(xviii) Tampering with a Gaming Device or attempting or conspiring to manipulate the outcome or the payoff of a Gaming Device, or otherwise tampering with or interfering with the proper functioning of a Gaming Device;

(xix) Altering or counterfeiting a gaming license;

(xx) Knowingly aiding, abetting, or conspiring with another person or knowingly causing any person to violate any rules and regulations adopted by the Tribal Gaming Commission;

(xxi) Operating, using or making available to the public any illegal gaming device, apparatus, material, or equipment;

(xxii) Selling, holding out for sale, or transporting into or out of the jurisdiction of Indian Lands any illegal gaming device, apparatus, material, or equipment;

(xxiii) Assisting or allowing a person who is under the minimum age for gaming patrons to participate in a gaming activity;

(xiv) Possessing any illegal narcotics or controlled substances in any gaming facility, gaming administrative offices, or any exterior areas of a gaming facility;

(xxv) Knowingly stealing or attempting to steal funds or other items of value from any gaming operation or from the Tribal Gaming Commission;

(xxvi) Knowingly employing any person at a gaming operation who does not have the required gaming license;

(xxvii) Conspiring with or inducing any person to violate any of the provisions of Tribal or applicable federal or State law;

(xxviii) Engaging in any act, practice, or course of operation that could result in a fraud or deceit upon any person;

(xxix) Making false statements in any matter before the Tribal Gaming Commission;

(xxx) The possession of firearms by any person within a gaming facility. This prohibition shall not apply to law enforcement officers authorized to be on the premises as well as private security service retained to provide security at a gaming facility, or armored car services; and

(xxxi) The participating in any gaming by barred or self-excluded persons. Any jackpot won by person on the barred or self-exclusion list shall be donated by the Tribal Gaming Commission to a non-profit charitable organization;

(4) Administration of Regulation. The regulatory requirements set forth in this section of this Compact shall be administered and enforced as follows:

(a) Tribal Gaming Commission. The Tribe shall charter with perpetual existence a Tribal Gaming Commission as a governmental subdivision of the Tribe.

(i) The Tribal Gaming Commissioners shall have responsibility to administer and enforce the regulatory requirements set forth in this Section.

(ii) The Tribal Gaming Commission shall have a Director to serve as the chief executive officer to assume the day-to-day operations of regulating gaming, subject to the supervision of the Tribal Gaming Commission (hereinafter "Director").

(iii) Tribal Gaming Commissioners and the Director shall be separate and independent from casino management, and shall be prohibited from maintaining employment as a casino employee.

(b) State Representative. A representative authorized in writing by the Governor of the State shall have the right to inspect all tribal Class III gaming facilities and all tribal casino records relevant to this compact including but not limited to records related to Class III gaming, the purchase and resale of alcoholic beverages, the provision of employee benefits under section 5 of this compact, and other matters relevant to the commitments contained in this compact. Such inspections by the State are subject to the following conditions:

(i) With respect to public areas, at any time without prior notice;

(ii) With respect to private areas not, accessible to the public, at any time during normal business hours, with 12 hours prior written notice; and

(iii) With respect to inspection and copying of tribal casino records, with 24 hours prior written notice, not including weekends;

(c) Confidentiality. Except as otherwise provided by law or as also allowed by the exceptions defined below, the State agrees to maintain in confidence and never to disclose to any third party any financial information, proprietary ideas, plans, methods, data, development, inventions or other proprietary information regarding the gambling enterprise of the Tribe, games conducted by the 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 Tribe, provided that the information is marked as confidential information when received by the State. Nothing contained herein shall be construed to prohibit:

(i) The furnishing of any information to a law enforcement or regulatory agency of the United States or State government pursuant to a lawful request of such agency;

(ii) The State 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;

(iii) Publishing the terms of this Compact;

(iv) Disclosing information as necessary to audit, investigate, prosecute, or arbitrate violations of this Compact;

(v) Complying with any law, subpoena or court order. The State shall immediately notify the Tribe of any request or demand for the release of confidential information under this subsection 4(A)(4)(c) to allow the Tribe to initiate proceedings under Section 7 of this Compact or other applicable law to resolve any dispute regarding the State's intention to disclose such information.

(d) Tribal Inspection. The Tribe shall have the right to inspect State records concerning all Class III gaming conducted by the Tribe consistent with Michigan's Freedom of Information Act.

(e) State Reimbursement. The Tribe shall make payments to the State as reimbursement for the costs the State incurs in carrying out any functions authorized by the terms of this Compact, in the amount of $75,000 or .05% of net win, whichever amount is greater. All calculations of amounts due shall be based upon a fiscal year beginning October 1, and ending September 30, unless the parties select a different fiscal year. Payments due the State shall be made no later than sixty (60) days after the beginning of each fiscal year. Payments due the State during any partial fiscal year this Compact is in effect shall be adjusted to reflect only that portion of the fiscal year.

(f) Dispute Resolution. In the event the State believes that the Tribe is not administering and enforcing the regulatory requirements set forth herein, it may invoke the procedures set forth in Section 7 of this Compact.

(B) Licensing.

(1) Licensing of Persons. The Tribe may not license, hire, or employ as a key employee or primary management official as those terms are defined at 25 C.F.R. 502.14 and 502.19, in connection with Class III gaming, any person who:

(a) Is under the age of twenty-one (21), unless employed in a non-gaming position; or

(b) Has been convicted of or entered a plea of guilty or no contest to a gambling-related offense, fraud or misrepresentation. The terms "fraud or misrepresentation" as used herein shall mean a criminal offense committed in Michigan or any other jurisdiction, involving theft, fraud or misrepresentation, which is a felony or would be a felony if committed in Michigan, and which was committed as an adult or prosecuted as an adult offense, and which has not been effectively removed from the employee's criminal record by executive pardon, State court order, or operation of law; or

(c) Has been convicted of or entered a plea of guilty or no contest to any offense within the immediately preceding five (5) years, whether committed in this state or any other jurisdiction, that is, or would be, a crime under the provisions of the Michigan Penal Code, Act No. 328 of the Public Acts of 1931, as amended, being MCL 750.1 to 750.568, or the controlled substance provisions of the Public Health Code, Act No. 368 of the Public Acts of 1978, as amended, being MCL 333.7101 to 333.7545, or any other criminal offense involving theft, dishonesty, fraud or misrepresentation arising under the law of Michigan or another state or jurisdiction, that was committed as a adult or prosecuted as an adult

offense and which has not been effectively removed from the employee's criminal record by executive pardon, State court order, or operation of law; this provision shall not apply if that person has been pardoned by the Governor of the State where the conviction occurred or, if a tribal member, has been determined by the Tribe to be a person who is not likely again to engage in any offensive or criminal course of conduct and the public good does not require that the applicant be denied a license as a key employee or primary management official; or

(d) Is determined by the Tribe to have participated in organized crime or unlawful gambling or whose prior activities, criminal records, reputation, habits, and/or associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods and activities in the conduct of gaming or to the carrying on of the business and financial arrangements incidental to the conduct of gaming; or

(e) Is a person whose license has previously been revoked pursuant to the Tribe's Gaming Ordinance, or to whom the issuance or renewal of a license has been denied, except with the unanimous approval of the Tribal Gaming Commissioners.

(2) Licensing of Gaming Service Suppliers. The Tribal Gaming Commission shall require a License for any person who supplies gaming services in the amount of $5,000 or more in any one month period to the Class III gaming facility. The gaming services supplier, and all persons holding a direct or indirect financial interest in the gaming services supplier, shall submit to a background investigation and be required to meet the standards set forth in (B)(1) above.

(3) Consultation with NIGC. At the time a primary management official or key employee is hired, the Tribal Gaming Commission shall forward to the NIGC a completed application containing all applicable information. No license shall be issued until the happening of:

(a) receipt of notification that the NIGC has no objection to the issuance of a license; or

(b) the expiration of the thirty (30) day period provided for NIGC review under 25 C.F.R. Section 558.3(c).

(4) Law Enforcement. As a part of the background investigation, the Director of the Tribal Gaming Commission shall consult with appropriate law enforcement officials concerning any application for a license before the license is issued.

(5) State Verification. Upon the request of the State, the Tribe will provide to the State the background information compiled by the Tribe on all consultants (except legal counsel), management personnel, suppliers and employees required to be licensed under 25 C.F.R. Part 556 or the Tribe's gaming ordinance to allow the State to verify the Tribe's background information and to make an independent determination as to suitability of these individuals, consistent with the standards set forth herein.

(6) Non-Transferability of License. Any license issued is valid only for the person at the place of business shown on the face of the license. The license is not assignable or otherwise transferable.

(C) Management Agreements

(1) All management contracts entered into by the Tribe regarding its gaming enterprise operated pursuant to this Compact shall conform to all the requirements of IGRA, including 25 U.S.C. 2711, and tribal law.

(2) If the Tribe enters into or amends a management contract for the operation of any Class III gaming or component thereof, the State shall be given fourteen (14) days prior written notice of such contract or amendment.

(D) Accounting and Audit

(1) Double Entry System. All accounting records shall be kept on a double entry system of accounting, maintaining detailed, supporting, subsidiary records. The Tribe shall maintain the following records for not less than three (3) years:

(a) Revenues, expenses, assets, liabilities and equity for the location at which Class III gaming is conducted;

(b) Daily cash transactions for each Class III game at the location at which gaming is conducted, including but not limited to transactions relating to each gaming table bank, game drop box and gaming room bank;

(c) All markers, IOUs, returned checks, hold checks or other similar credit instruments;

(d) Individual and statistical game records (except card games) to reflect statistical drop and statistical win; for electronic, computer, or other technologically assisted games, analytic reports which show the total amount of cash wagered and the total amount of prizes won;

(e) Contracts, correspondence and other transaction documents relating to all vendors and contractors;

(f) Records of all tribal gaming enforcement activities;

(g) Audits prepared by or on behalf of the Tribe; and

(h) Personnel information on all Class III gaming employees or agents, including rotation sheets, hours worked, employee profiles and background checks.

2. Audit. The Tribe shall cause to be conducted annually an independent audit of all gaming operations.

(a) Applicability. All gaming related contracts that result in the purchase of supplies, services, or concessions in excess of $25,000 annually, except contracts for professional legal and accounting services, shall be specifically included within the scope of the audit.

(b) Submission to NIGC. The Tribe shall submit the resulting audit reports to the National Indian Gaming Commission.

(c) Submission to State. The Tribe shall submit the resulting audit reports to the State, together with a copy of the engagement letter setting forth the scope of the audit.

SECTION 5. Employee Benefits

The Tribe shall provide to any employee who is employed in conjunction with the operation of any gaming establishment at which Class III gaming activities are operated pursuant to this Compact, such benefits to which the employee would be entitled by virtue of the Michigan Employment Security Act, (Michigan Public Act No. 1 of 1936, as amended, being MCL 421.1 et seq.), and the Worker's Disability Compensation Act of 1969, (Michigan Public Act No. 317 of 1969, as amended, being MCL 481.101 et. seq.) if his or her employment services were provided to an employer engaged in a business enterprise which is subject to, and covered by, the respective Public Acts.

SECTION 6. Providers of Class III Gaming Equipment or Supplies

(A) No Class III games of chance, gaming equipment or supplies may be purchased, leased or otherwise acquired by the Tribe unless the Class III equipment or supplies meet the technical equipment standards of the State of Michigan or applicable standards established by the National Indian Gaming Commission, whichever is more restrictive.

(B) Prior to entering into any lease or purchase agreement, the Tribe shall obtain sufficient information and identification from the proposed seller or lessor and all persons holding any direct or indirect financial interest in the lessor or the lease/purchase agreement to permit the Tribe to conduct a background check on those persons. The Tribe shall not enter into any lease or purchase agreement for Class III gaming equipment or supplies with any person or entity if the lessor, seller, or any manager or person holding direct or indirect financial interest in the lessor/seller or the proposed lease/purchase agreement, is determined to have participated in or have involvement with organized crime or has been convicted of or entered a plea of guilty or no contest to any other felony offense within the immediately preceding five (5) years, unless that person has been pardoned.

(C) The seller, lessor, manufacturer, or distributor shall provide, assemble and install all Class III games of chance, gaming equipment, and supplies in a manner approved and licensed by the Tribe.

SECTION 7. Dispute Resolution

(A) In the event either party believes that the other party has failed to comply with or has otherwise breached any provision of this Compact, such party may invoke the following procedure:

(1) The party asserting noncompliance shall serve written notice on the other party. The notice shall identify the specific Compact provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance. The notice shall specifically identify the type of game or games, their location, and the date and time of the alleged noncompliance. Representatives of the state and Tribe shall thereafter meet within thirty (30) days in an effort to resolve the dispute.

(2) In the event an allegation by the State is not resolved to the satisfaction of the State within ninety (90) days after service of the notice set forth in Section 7(A)(1), the State may serve upon the office of the tribal Chairperson a notice to cease conduct of the particular game(s) or activities alleged by the State to be in noncompliance. Upon receipt of such notice, the Tribe may elect to stop the game(s) or activities specified in the notice or invoke arbitration and continue the game(s) or activities pending the results of arbitration. The Tribe shall act upon one of the foregoing options within thirty (30) days of receipt of notice from the State. Any arbitration under this authority shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association except that the arbitrators shall be attorneys who are licensed members of the State Bar of Michigan, or of the bar of another state, in good standing, and will be selected by the State picking one arbitrator, the Tribe a second arbitrator, and the two so chosen shall pick a third arbitrator. If the third arbitrator is not chosen in this manner within ten (10) days after the second arbitrator is picked, the third arbitrator will be chosen in accordance with the rules of the American Arbitration

Association. In the event an allegation by the Tribe is not resolved to the satisfaction of the Tribe within ninety (90) days after service of the notice set forth in Section 7(A) (1), the Tribe may invoke arbitration as specified above.

(3) All parties shall bear their own costs of arbitration and attorney fees.

(B) Nothing in Section 7(A) shall be construed to waive, limit or restrict any remedy which is otherwise available to either party to enforce or resolve disputes concerning the provisions of this Compact. Nothing in this Compact shall be deemed a waiver of the Tribe's sovereign immunity. Nothing in this Compact shall be deemed a waiver of the State's sovereign immunity.

SECTION 8. Notice to Patrons

In the facility of the Tribe where Class III gaming is conducted the Tribe shall post in a prominent position a Notice to patrons at least two (2) feet by three (3) feet in dimension with the following language:

NOTICE

THIS FACILITY IS REGULATED BY ONE OR MORE OF THE FOLLOWING: THE NATIONAL INDIAN GAMING COMMISSION, BUREAU OF INDIAN AFFAIRS OF THE U.S. DEPARTMENT OF THE INTERIOR AND THE GOVERNMENT OF THE MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS OF MICHIGAN. THIS FACILITY IS NOT REGULATED BY THE STATE OF MICHIGAN.

SECTION 9. Regulation of the Sale of Alcoholic Beverages and Tobacco

(A) The Tribe hereby adopts and applies to its Class III gaming establishment as tribal law those State laws, as amended, relating to the sale and regulation of alcoholic beverages encompassing the following areas: sale to a minor; sale to a visibly intoxicated individual; sale of adulterated or misbranded liquor; hours of operation; and similar substantive provisions. Said tribal laws, which are defined by reference to the substantive areas of State laws referred to above, shall apply to the tribal Class III gaming establishment in the same manner and to the same extent as such laws apply elsewhere in the State to off-reservation transactions.

(B) The Tribe, for resale at its Class III gaming establishment, shall purchase Spirits from the Michigan Liquor Control Commission, and beer and wine from distributors licensed by the Michigan Liquor Control Commission, at the same price and on the same basis that such beverages are purchased by Class C licensees.

(C) The Tribe agrees to prohibit sales of tobacco to minors at its Class III gaming facility.

SECTION 10. Effective Date

This Compact shall be effective immediately upon:

(A) Endorsement by the tribal chairperson and concurrence in that endorsement by resolution of the Tribal Council:

(B) Endorsement by the Governor of the State and concurrence in that endorsement by resolution of the Michigan Legislature;

(C) Approval by the Secretary of the Interior of the United States or by operation of law pursuant to § 2710(d)(8)(C) of IGRA.

SECTION 11. Binding Effect, Duration, and Severability

(A) This Compact shall be binding upon the State and the Tribe for a term of twenty (20) years from the date it becomes effective unless modified or terminated by written agreement of both parties.

(B) At least one year prior to the expiration of twenty (20) years after the Compact becomes effective, and thereafter at least one (1) year prior to the expiration of such subsequent five (5) year period, either party may serve written notice on the other of its right to renegotiate this Compact. The parties agree that 25 U.S.C. § 2710(d) (3) through (8), or any successor provisions of law, apply to successor compacts.

(C) In the event that either party gives written notice to the other of its right to renegotiate this Compact pursuant to subsection (B), the Tribe may, pursuant to the procedures of IGRA, request the State to enter into negotiations for a successor compact governing the conduct of Class III gaming activities. If the parties are unable to conclude a successor compact, this Compact shall remain in full force and effect pending exhaustion of the administrative and judicial remedies set forth in IGRA and/or any other applicable federal law.

(D) The Tribe may operate Class III gaming only while this Compact or any renegotiated compact is in effect.

(E) In the event that any section of provision of this Compact is disapproved by the Secretary of the Interior of the United States or is held invalid by any court of competent jurisdiction, it is the intent of the parties that the remaining sections or provisions of this Compact, and any amendments thereto, shall continue in full force and effect. This severability provision does not apply to Sections 15 and 16 of this Compact.

SECTION 12. Notice to Parties

Unless otherwise indicated, all notices, payments, requests, reports, information or demand which any party hereto may desire or may be required to give the other party hereto, shall be in writing and shall be personally delivered or sent by 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 any party shall hereinafter inform the other party hereto by written notice given aforesaid:

Notice to the Tribe shall be sent to:

Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians
1743 142nd Ave #7
P.O. Box 218
Dorr, Michigan 49323

Notice to the State shall be sent to:

Governor's Office
State of Michigan
P.O. Box 30013
Lansing, Michigan 48909

Office of Attorney General
Treasury Building
First Floor
Lansing, Michigan 48922

Every notice, payment, request, report, information or demand so given shall be deemed effective upon receipt, or if mailed, 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 whom said notice is addressed.

SECTION 13. Entire Agreement

This Compact is the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof. Neither this Compact nor any provision herein may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the Tribe and the State.

SECTION 14. Filing of Compact with Secretary of State

Upon the effective date of this Compact, a certified copy shall be filed by the Governor with the Michigan Secretary of State and a copy shall be transmitted to each house of the Michigan State Legislature and the Michigan Attorney General. Any subsequent amendment or modification of this Compact shall be filed with the Michigan Secretary of Sate.

SECTION 15. Tribal Payments to State for Economic Benefits of Exclusivity

(A) The State and the Tribe have determined that it is in the interests of the State and the Tribe to maximize the economic benefits of Class III gaming for the Tribe and to minimize the adverse effects of Class III gaming by providing a mechanism to reduce the proliferation of Class III gaming enterprises in the Tribe's Competitive Market in exchange for the Tribe providing important revenue to the State.

(B) The Tribe has further determined that it is in the best interests of the Tribe to provide the State with an incentive intended to (1) discourage the approval by the State of additional commercial Class III casino gaming facilities operating Electronic Games of Chance within the Tribe's Competitive Market and (b) discourage the State Lottery from expanding into the operation of Electronic Games of Chance traditionally associated with commercial Class III casino gaming, while still permitting the Lottery reasonable latitude to innovate and remain competitive within its own existing sphere of operation. To this end, the Tribe agrees that, so long as there is a binding Class III Compact in effect between the State and the Tribe, and subject to the provisions of Subsection (C), it shall make semi-annual payments of a percentage of Net Win to the Michigan Strategic Fund, or its successor as determined by State law, based on the following graduated scale: a) eight percent (8%) of any Annual Net Win of up to $150 Million; b) ten percent (10%) of that portion of Annual Net Win over $150 Million but less than $300 Million; and c) twelve percent (12%) of that portion of Annual Net Win that is over $300 Million or greater. For purposes of these payments, all calculations of amounts due shall be based upon a fiscal year beginning October 1 and ending September 30 of the following calendar year, unless the parties agree on a different fiscal year, and all payments due the State pursuant to the terms of this Section shall be paid no later than sixty (60) days after October 1 and March 31 of each year. Any payments due and owing from the Tribe in the year this Compact is approved, or the final year the Compact is in force, shall reflect the actual Net Win but only for the portion of the year the Compact is in effect.

(C) The payments provided for in this Section are subject to the following restrictions:

(1) In the event the State authorizes the State Lottery to operate Electronic Games of Chance, as defined by this Compact, the payments under this section shall be reduced by 50% as of the date upon which those games become available to the public and this reduction shall remain in effect so long as those games remain available to the public. The remaining 50% of the payments shall remain in effect as a continuing incentive to the State to refrain from approving the operation of a Commercial Gaming Facility within the Tribe's Competitive Market.

(2) In the event the State authorizes or approves the operation of Electronic Games of Chance by a Commercial Gaming Facility within the Tribe's Competitive Market Area (other than a first casino for a newly

recognized tribe), the payment obligation under this section shall be suspended in its entirety so long as the Commercial Gaming Facility continues to operate.

SECTION 16. Tribal Payments to Local Units of Government

(A) In addition to the payments to the State in Section 15, the Tribe shall also make payments in the manner described in this section in an amount equal to two percent (2%) of the annual Net Win to the local units of government that are located in the immediate vicinity of the casino or that are otherwise directly affected by the operation of the casino. It is the intent of the State and the Tribe that the payments to local units of government provided for in this section will be used primarily to provide financial resources to those political subdivisions of the State that actually experience increased operating costs associated with the operation of the Tribe's Class III gaming facility.

(B) Local Revenue Sharing Board.

(1) The local units of government within which the gaming facility is located may, at their option, elect to form a Local Revenue Sharing Board in conjunction with the Tribe in the manner described in this subsection. In that event, the Board shall receive and direct the disbursement of the payments required by this Section.

(2) The Local Revenue Sharing Board shall be created pursuant to an inter-local agreement under the provisions of the Urban Cooperation Act of 1967, MCL 124.501 et seq., entered into between the Tribe and the following local units of government: (1) the county in which the casino is located; (2) the city, village, or township in which the casino is located; and (3) any remaining units of local government in the immediate vicinity of the casino that choose to be parties to the Inter-local Agreement. The Inter-local Agreement shall provide that the Local Revenue Sharing Board shall consist of the following individuals:

(a) One (1) representative selected by the governing body of the county in which the Tribe's Class III gaming facility is located;

(b) One (1) representative selected by the governing body of the village, city, or township in which the Tribe's Class III gaming facility is located;

(c) One (1) representative selected by the remaining units of local government that are parties to the Inter-local Agreement.

(d) Three (3) representatives selected by the Tribe.

(3) Any disbursement of funds by the Local Revenue Sharing Board concerning the distribution of revenues shall require an affirmative vote of at least four (4) of the six representatives comprising the Board.

(4) The Tribe agrees that it shall not unreasonably obstruct or impede the formation of the Local Revenue Sharing Board which is amicably formed by the non-Tribal local units of government.

(5) The procedures for the functioning of the Local Revenue Sharing Board, guidelines for establishment of criteria or a formula for the distribution of revenues, and all other matters not specified in this Compact, shall be determined by the Local Revenue Sharing Board in accordance with the Urban Cooperation Act.

(6) Funds paid by the Tribe to the Local Revenue Sharing Board shall be held in an interest bearing account and the available funds shall be disbursed by the Board consistent with the following priorities:

(a) Each unit of government shall first receive an amount equal to any specific actual costs incurred by that unit of government as the result of the development or operation of the Tribe's Class III gaming facility, including payment to local units of government for police, fire, and public safety services.

(b) Each unit of local government shall next receive an amount equivalent to the amount of ad valorem property taxes that the unit of government would have received if the Tribe's Class III gaming facility were subject to ad valorem property taxes.

(c) The balance of such funds remaining after the disbursements described in subparagraphs (a) and (b) shall be allocated and disbursed by the Board to eligible local units of government, including the Allegan County Intermediate School district and, if determined by the Board, the school district in which the Casino is located, to be used by those unites of government for any lawful local government purpose.

(7) For purposes of these payments, all calculations of amounts due shall be based upon a fiscal year beginning October 1 and ending September 30 of the following calendar year, unless the parties agree on a different fiscal year, and all payments due the local units of government pursuant to the terms of this Section shall be paid no later than sixty (60) days after October 1 and March 31 of each year. Any payments due and owing from the Tribe in the year this Compact is approved, or the final year the Compact is in force, shall reflect the actual Net Win but only for the portion of the year the Compact is in effect.

(C) In the event that the eligible local units of government fail or decline to form a Local Revenue Sharing Board pursuant to subsection (B), the Tribe shall allocate and disburse the funds required by this section consistent with the priorities described in subsection (B)(6).

SECTION 17. Taxes

(A) Purpose and Intent of Agreement. By entering into this agreement neither the Tribe nor the State of Michigan intend to create any new authority, nor to expand or diminish any existing authority, on the part of the State of Michigan to impose taxes upon the Tribe, its members, or any person or entity doing business with the Tribe pursuant to this Compact.

(B) Collection of Taxes. Subject to subsection (G) of this section, the Tribe agrees to collect applicable sales, use, and/or tobacco taxes that Michigan has the lawful authority to impose on applicable sales made to any person other than a Resident Tribal Member, where such sales occur at the Tribe's gaming facility.

(C) Withholding of Income Taxes from Employees. The Tribe agrees to withhold and remit Michigan income taxes for all persons subject to the Michigan income tax who are employed by the Tribe at the gaming facility. The Tribe will not withhold or remit Michigan income taxes from all employees who are Resident Tribal Members.

(D) Disclosure of Gaming Winnings Information. In an effort to assist the State in the collection of State income taxes, the Tribe agrees to disclose to the State the gaming winnings of anyone other than a Resident Tribal Member by remitting to the State any applicable Federal income tax withholding forms and documents.

(E) Determination and Submission of Taxes. All lawful taxes collected or withheld shall be determined and submitted to the Michigan Department of Treasury in the manner provided by applicable state law.

(F) Registration with the Michigan Department of Treasury. Subject to subsection (G) of this section, during the term of this compact, the Tribe agrees to register with the Michigan Department of Treasury to obtain a Michigan employer identification number to facilitate the collection and remittance of the applicable taxes the Tribe has agreed to collect on behalf of the State. In accordance with the purpose and intent of the Agreement, as contained in subsection (A), by registering with the Michigan Department of Treasury, the Tribe nor the State of Michigan do not intend to create any new authority, or to expand or diminish any existing authority, on the part of the State of Michigan to impose taxes upon the Tribe, its members, or any person or entity doing business with the Tribe pursuant to this Compact. The Tribe will obtain a Michigan employer identification number solely as a matter of convenience for the State's internal recordkeeping and to encourage the State's administrative efficiency.

(G) Subsequent Agreement. If the Tribe and the State enter into a comprehensive tax agreement pursuant to 2002 PA 616, the terms of that agreement shall control in place of the provisions of this section.

IN WITNESS WHEREOF, the Tribal Chairperson, acting for the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians and the Governor acting for the State of Michigan have hereunto set their hands and seals.

Date: 5-9-07
MATCH-E-BE-NASH-SHE-WISH BAND OF POTTAWATOMI INDIANS

By: _____
Chairperson

Date: 5/9/07
STATE OF MICHIGAN

By: _____
Governor

APPROVAL BY THE SECRETARY OF THE INTERIOR

The foregoing Compact between the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians and the State of Michigan is hereby approved this 9th day of May, 2007, pursuant to authority conferred on me by Section 11 of the Indian Gaming Regulatory Act, 102 Stat. 2472. I direct that it be promptly submitted to the Federal Register for publication.

Deemed Approved

APR 22 2009

United States Department of the Interior
for the Secretary of the Interior