

TRIBAL-STATE COMPACT

BETWEEN

THE STATE OF CALIFORNIA

AND

THE WIYOT TRIBE

TRIBAL-STATE COMPACT
Between the
THE STATE OF CALIFORNIA
and
THE WIYOT TRIBE

The Wiyot Tribe ("The Wiyot Tribe" or "the Tribe"), formerly known as the Table Bluff Reservation – Wiyot Tribe, California, a federally recognized Indian tribe, and the State of California (hereinafter "the State") enter into this tribal-state compact.

PREAMBLE

WHEREAS, The Wiyot Tribe and the State have conducted extensive negotiations concerning the Tribe's desire to conduct a Class III Gaming operation on its existing lands in Humboldt County; and

WHEREAS, the State has concerns related to the potential environmental implications of a tribal gaming facility on the Tribe's lands, including concerns related to water quality, the prospect of a casino adjacent to the Humboldt Bay National Wildlife Refuge, the potentially negative aesthetic impact of a casino on Humboldt Bay, and potential depletion of the aquifer supplying the Humboldt County area; and

WHEREAS, the Tribe has historically been a strong and active steward of its lands, wishes to continue to protect those lands, and is willing to agree not to game on said lands if it can promote tribal economic development and self-sufficiency in another way; and

WHEREAS, to promote good relations between tribal, state, and local governments, enhance tribal economic development and self-sufficiency, protect the environment and the interests of the Tribe and the California public, and promote the purposes of the Indian Gaming Regulatory Act of 1988 (hereinafter "IGRA"), the State and the Tribe have concluded this Compact, which provides for a fair payment to the Tribe in exchange for the Tribe's agreement to forgo Gaming Activities on its lands for the duration of this Compact; and

WHEREAS, the State and the Tribe recognize that this Compact is negotiated in the exercise of the Tribe's sovereignty; and

WHEREAS, the State and the Tribe agree that all terms of this Compact are binding and enforceable.

NOW, THEREFORE, The Wiyot Tribe and the State agree as set forth herein.

SECTION 1.0. PURPOSES AND OBJECTIVES

The terms of this Compact are designed to:

- (a) Evidence the goodwill and cooperation of the Tribe and the State in fostering a mutually respectful government-to-government relationship that will serve their mutual interests;
- (b) Provide the Tribe with a right to certain payments in exchange for its agreement, in the exercise of its sovereignty, to forgo the operation of Gaming Activities on its lands during the term of this Compact in such a fashion that protects the interests of the Tribe, its members, the State, its citizens, the environment, and local communities;
- (c) Enable the Tribe to promote tribal economic development and support its government and its governmental services and programs with the aforesaid payments.

SECTION 2.0. DEFINITIONS

Sec. 2.1. “Class III Gaming” means the forms of class III gaming defined in 25 U.S.C. § 2703(8) and by the regulations of the National Indian Gaming Commission.

Sec. 2.2. “Gaming Activity” or “Gaming Activities” means Class III Gaming activities.

Sec. 2.3. "Gaming Compact" means a compact authorizing a tribe to engage in Class III Gaming Activities.

Sec. 2.4. “Gaming Device” means any slot machine within the meaning of article IV, section 19, subdivision (f) of the California Constitution. Each player station of a multi-player slot machine constitutes a separate Gaming Device. "Gaming Device" includes, but is not limited to, instant lottery game devices and

video poker, but does not cover electronic, computer or other technological aids that qualify as class II gaming (as defined under IGRA).

Sec. 2.5. “IGRA” means the Indian Gaming Regulatory Act of 1988 (P.L. 100-497, 18 U.S.C. § 1166 et seq. and 25 U.S.C. § 2701 et seq.), and any amendments thereto, as interpreted by all regulations promulgated thereunder.

Sec. 2.6. “Net Win” means the total amount wagered on Gaming Devices, less all prizes and payments that are directly related to the amount wagered (as determined by GAAP) and any participation fees. Participation fees are payments made to Gaming Resource Suppliers on a periodic basis for the right to lease or otherwise license for play Gaming Devices that the gaming operator does not own and that are not generally available for outright purchase by gaming operators.

Sec. 2.7. “NIGC” means the National Indian Gaming Commission.

Sec. 2.8. “North Fork Compact” means the Gaming Compact between the State of California and the North Fork Rancheria of Mono Indians of California.

Sec. 2.9. "North Fork Tribe" or "North Fork" means the North Fork Rancheria of Mono Indians of California, a federally recognized Indian tribe listed in the Federal Register as the Northfork Rancheria of Mono Indians of California.

Sec. 2.10. "Revenue Sharing Trust Fund for the Benefit of The Wiyot Tribe" or "The Wiyot Tribe Fund" means the fund created by the California Legislature pursuant to the North Fork Compact and administered by the California Gambling Control Commission, as trustee, for the receipt, deposit, and distribution of monies paid to The Wiyot Tribe.

Sec. 2.11. “State” means the State of California or an authorized official or agency thereof designated by this Compact or by the Governor.

Sec. 2.12. “State Designated Agency” means the entity or entities designated or to be designated by the Governor to exercise rights and fulfill responsibilities established by this Compact.

Sec. 2.13. “State Gaming Agency” means the entities authorized to investigate, approve, regulate and license gaming pursuant to the Gambling Control Act (Chapter 5 (commencing with section 19800) of Division 8 of the

Business and Professions Code), or any successor statutory scheme, and any entity or entities in which that authority may hereafter be vested.

Sec. 2.14. “The Wiyot Tribe” or “the Tribe” means The Wiyot Tribe (formerly known until October 2, 2004, as the Table Bluff Reservation - Wiyot Tribe), a federally recognized Indian tribe, or an authorized official or agency thereof.

Sec. 2.15. "The Wiyot Tribe Compact" or "this Compact" means the tribal-state compact between The Wiyot Tribe and the State of California.

Sec. 2.16. “Tribal Chairperson” means the person duly elected under The Wiyot Tribe's Constitution to serve as the primary spokesperson for The Wiyot Tribe.

SECTION 3.0. RELINQUISHMENT OF RIGHT TO GAME

Sec. 3.1. Tribe's Agreement to Forgo Gaming Activities.

The Wiyot Tribe hereby agrees not to engage in, authorize, or permit Gaming Activities on its Indian lands in California during the term of this Compact in exchange for the payments provided to the Tribe pursuant to Section 4.0 of this Compact. In order to achieve the objectives set forth in the preamble, the Tribe also represents that, in the exercise of its sovereignty, it will not engage in class II gaming activities during the term of this Compact unless it terminates this Compact.

Sec. 3.2. Conditions on Agreement to Forgo Gaming Activities.

- (a) In the event that North Fork submits written notice to the State that it is abandoning its application to have the land specified in the North Fork Compact taken into trust for Class III Gaming purposes, the Tribe may, at its sole option, terminate this Compact by written notice to the Governor of the State.
- (b) In the event that North Fork fails to have the land specified in the North Fork Compact taken into trust by December 31, 2010, or does not receive final federal and State approval necessary to make such land eligible for Class III Gaming by December 31, 2010, the Tribe

may, at its sole option, request the State to negotiate a Gaming Compact; provided that nothing in this Compact shall compel the State to agree to such request or shall be deemed to waive or in any way affect any right of the State to challenge The Wiyot Tribe's assertion that it possesses lands eligible for Class III Gaming or that it is otherwise entitled to game on its lands; but provided further that if the Tribe does not request to negotiate with the State before (i) North Fork receives approval of the right to conduct Class III Gaming on the land specified in the North Fork Compact pursuant to 25 U.S.C. § 2719(b)(1)(A), or (ii) the specified land in the North Fork Compact is taken into trust as part of the restoration of lands pursuant to 25 U.S.C. § 2719(b)(1)(B)(iii), The Wiyot Tribe waives its right under this subdivision to request negotiations over a Gaming Compact. If a Gaming Compact is concluded between The Wiyot Tribe and the State following a request to negotiate under this subdivision, this Compact will be deemed terminated upon notice of federal approval of such a Gaming Compact.

- (c) If, pursuant to the dispute resolution process set forth in Section 5.0, an arbitrator or judge determines that the State has failed to make good faith efforts to enforce the payment obligations of North Fork for the benefit of The Wiyot Tribe, as defined herein, The Wiyot Tribe has the right, at its sole option, to terminate this Compact by written notice to the Governor of the State; provided that the State will only be found to have failed to make good faith efforts for purposes of this subdivision if it secures neither payment nor a judgment in favor of payment of the outstanding amounts within two (2) years of a default of said amounts by North Fork. For purposes of this subdivision, such default occurs if North Fork fails to both make any payment due to the State for the benefit of The Wiyot Tribe within the time specified in the North Fork Compact *and* make said payment within thirty (30) days following the State's notice of such failure to North Fork (which notice the State may not unreasonably refuse to issue); provided that a default will not be deemed to occur on the basis of a dispute over the calculation of the Net Win upon which the payments for the benefit of The Wiyot Tribe are based pursuant to Section 4.1.

- (d) The Wiyot Tribe also has the right, at its sole option, to terminate this Compact by written notice to the Governor of the State if the State fails to remit to The Wiyot Tribe all monies received by the State for the benefit of The Wiyot Tribe pursuant to this Compact more than sixty (60) days following receipt (unless the payment is made conditional upon a further dispute resolution process) *and* The Wiyot Tribe has given, after said failure to remit, thirty (30) days' prior written notice of the intention to terminate if payment is not made *and* payment is not made within those thirty (30) days.
- (e) In the event that The Wiyot Tribe terminates this Compact by written notice pursuant to subdivision (a), (b), (c) or (d), it may request that the State negotiate a Gaming Compact; provided that nothing herein compels the State to agree to such request or shall be deemed to waive or in any way affect the State's right to challenge The Wiyot Tribe's assertion that it possesses lands eligible for gaming or that it is otherwise entitled to game on its lands.
- (f) The Wiyot Tribe also has the right to terminate this Compact pursuant to the provisions of Sections 7.3 or 7.4 of this Compact.

SECTION 4.0. PAYMENTS TO THE TRIBE

Sec. 4.1. Payment Schedule.

In consideration of The Wiyot Tribe's agreement to forgo Gaming Activities on its Indian lands for the duration of this Compact pursuant to Section 3.0 of this Compact, the State has negotiated the following payments from North Fork for the benefit of the The Wiyot Tribe in connection with the North Fork Compact, which payments are based on the following percentages of Net Win of the Gaming Devices operated pursuant to the North Fork Compact.

<u>Annual Net Win of North Fork's Gaming Devices Pursuant to North Fork Compact</u>	<u>Percentage of Annual Net Win of Gaming Devices To Be Paid to The Wiyot Tribe</u>
\$0-\$100 million	2.5%
Over \$100 to \$200 million	3%
Over \$200 million	3.5%

These payments shall be calculated as specified in the North Fork Compact, which provides that the payments for the benefit of The Wiyot Tribe shall be made quarterly to the State, and that the specific percentage applied to the quarterly Net Win shall be determined by the cumulative total of the Net Win earned since the beginning of the calendar year. Thus, for instance, if the cumulative Net Win exceeds \$100 million by the fourth quarter (but is less than \$200 million), the percentage applied to the Net Win earned during that quarter would be 2.5% for the amounts earned in that quarter up to the cumulative \$100 million total and 3% for the amounts in excess of \$100 million.

Sec. 4.2. Payments to the Tribe from the State.

- (a) The California Gambling Control Commission shall serve as trustee of the Revenue Sharing Trust Fund for the Benefit of The Wiyot Tribe ("The Wiyot Tribe Fund") but shall have no duties or obligations except as set forth in this Compact. It shall receive, deposit, and distribute monies received from North Fork for the sole benefit of The Wiyot Tribe pursuant to the schedule specified in Section 4.1 of this Compact. The State shall remit to the Tribe the payments referenced in Section 4.1 of this Compact following their receipt from North Fork, in quarterly payments due sixty (60) days following the end of each calendar quarter (i.e., by May 30 for the first quarter, August 29 for the second quarter, November 29 for the third quarter, and March 1 for the fourth quarter). If the Gaming Activities authorized by the North Fork Compact commence during a calendar quarter, the first payment shall not be due until the sixtieth day following the end of the first full quarter of the Class III Gaming operation authorized in the North Fork Compact and shall cover the period from the commencement of such Gaming Activities to the end of the first full calendar quarter. Said quarterly payments shall be accompanied by a copy of the certification specified in subdivision (b), if any, submitted by North Fork to the State in connection with the payments made to The Wiyot Tribe.
- (b) The quarterly payments specified under subdivision (a) shall be accompanied by a copy of any certification received by the State from North Fork that reflects the quarterly Net Win from the operation of Gaming Devices under the North Fork Compact in connection with the payments received by the State from North Fork for the benefit of

the Wiyot Tribe. Such certification will be prepared by an authorized representative of North Fork and shall reflect the quarterly Net Win from Gaming Devices, the percentage(s) applied to this Net Win as specified in the North Fork Compact (which are the same as those specified herein), and the total amount of the quarterly payment to be paid to the benefit of The Wiyot Tribe; provided that the State may decline to provide or may redact any or all information on the certification that does not relate to North Fork's Net Win on Gaming Devices or The Wiyot Tribe's payment.

- (c) The California Gambling Control Commission shall submit to The Wiyot Tribe, no later than thirty (30) days following its receipt, a copy of any audited annual certification of North Fork's Net Win calculation from the operation of Gaming Devices; provided that the State may decline to provide or may redact any or all information which does not relate to North Fork's Net Win on Gaming Devices. If the audited financial statement shows that North Fork made an overpayment to the State for the benefit of The Wiyot Tribe during the year covered by the statement, the State will reduce the next payment made to The Wiyot Tribe by the amount of the overage. Conversely, if the audited financial statement shows that North Fork made an underpayment to the State for the benefit of The Wiyot Tribe during the year covered by said statement, the State will seek to recover the balance owing, and if the State succeeds in recovering such balance for the benefit of The Wiyot Tribe, The Wiyot Tribe's next payment shall be increased by the amount owing pursuant to the North Fork Compact and Section 4.1 of this Compact.
- (d) Notwithstanding anything herein to the contrary, in the event of any dispute resolution process over the amounts owing under the North Fork Compact, The Wiyot Tribe will not be entitled to receive any amounts in dispute until the issuance of a final decision upon which no further review is allowed, and the State shall have no obligation to pay any interest on any amounts not yet received by the State from North Fork.
- (e) The State agrees that it will specify in the North Fork Compact that the State has the right to audit the Net Win of North Fork's Gaming Devices.

- (f) Any dispute over the amount of the quarterly payment owed to The Wiyot Tribe pursuant to this Section shall be resolved by the dispute resolution process defined in Section 5.0 of this Compact; provided that the State is under no obligation to remit any payments to The Wiyot Tribe under this Compact other than those monies received from North Fork for the benefit of The Wiyot Tribe.

Sec. 4.3. Confidentiality of Documents.

The Tribe will exercise the utmost care in the preservation of the confidentiality of any and all information and documents received from the State relating to the North Fork Compact, and will apply the highest standards of confidentiality provided under California law to preserve such information and documents from disclosure. In recognition of the sensitive nature of the financial statements and other audit documents the Tribe shall receive pursuant to this Compact, the Tribe agrees to hold the State harmless and indemnify the State in connection with any failure by The Wiyot Tribe to maintain the confidentiality of the documents relating to the North Fork Compact. In order to effectuate this provision, The Wiyot Tribe agrees to a limited waiver of its right to assert sovereign immunity, as set forth in Section 5.4 of this Compact, in connection with any action or proceeding arising out of or related to a failure to preserve the confidentiality of any and all information and documents received from the State relating to the North Fork Tribe. To the extent reasonably feasible, the Tribe will consult with representatives of the California Gambling Control Commission prior to any disclosure of any documents received from the State pursuant to this Compact, or of any documents compiled from such documents or from information received from the State, including any disclosure compelled by judicial process, and in the case of any disclosure compelled by judicial process, will provide the State and North Fork with immediate notice of any motion or application seeking disclosure, or order compelling disclosure, and a reasonable opportunity to interpose an objection thereto with the court. Notwithstanding any other provision of California law, all information and records that the Tribe obtains pursuant to this Compact shall be, and remain, the property solely of North Fork or the State, as the case may be.

Sec. 4.4. Revenue Sharing Trust Fund Payments.

Neither the existence of this Compact nor any of its provisions shall affect the Tribe's eligibility to receive distributions from the revenue sharing trust fund created by the Legislature and administered by the California Gambling Control Commission.

Sec. 4.5. Use of Disbursements.

The parties to this Compact make no representations as to the applicability of 25 U.S.C. § 2710(b)(2)(B) to the revenues to be received by the Tribe as a result of this Compact. Nonetheless, in order to achieve the goals of the IGRA, The Wiyot Tribe agrees that it shall distribute no more than 50% of net revenues produced from this Compact in any year to its tribal members, and shall reserve at least 50% of the net revenues in order to fund tribal governmental operations or programs, to provide for the general welfare of the Tribe and its members, to promote tribal economic development, or to donate to charitable organizations.

SECTION 5.0 DISPUTE RESOLUTION PROVISIONS

Sec. 5.1. Voluntary Resolution.

In recognition of the government-to-government relationship of the Tribe and the State, the parties shall make their best efforts to resolve disputes that arise under this Compact by good faith negotiations whenever possible. Therefore, except for the right of either party to seek injunctive relief against the other when circumstances are deemed to require immediate relief, the Tribe and the State shall seek to resolve disputes by first meeting and conferring in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of the performance and compliance of the terms, provisions, and conditions of this Compact as follows:

- (a) Either party shall give the other, as soon as possible after the event giving rise to the concern, a written notice by certified mail setting forth the facts giving rise to the dispute and with specificity, the issues to be resolved.
- (b) The other party shall respond in writing to the facts and issue(s) set forth in the notice within fifteen (15) days of receipt of the notice, unless both parties agree in writing to an extension of time.

- (c) The parties shall meet and confer in good faith by telephone or in person in an attempt to resolve the dispute through negotiation within thirty (30) days after receipt of the notice set forth in subdivision (a), unless both parties agree in writing to an extension of time.
- (d) If the dispute is not resolved to the satisfaction of the parties after the first meeting, either party may seek to have the dispute resolved by an arbitrator in accordance with this Section, but neither party shall be required to agree to submit to arbitration.
- (e) Disagreements that are not otherwise resolved by arbitration or other mutually agreed means may be resolved in the United States District Court in the judicial district where the Tribe's lands are located, or any state court of competent jurisdiction in Humboldt County. The disputes to be submitted to court action are only those that arise under this Compact or the termination thereof and may include, but are not limited to, claims for breach of this Compact. The parties are entitled to all rights of appeal permitted by law in the court system in which the action is brought.
- (f) In no event may the Tribe be precluded from pursuing any arbitration or judicial remedy against the State on the ground that the Tribe has failed to exhaust its state administrative remedies, and in no event may the State be precluded from pursuing any arbitration or judicial remedy against the Tribe on the ground that the State has failed to exhaust any tribal administrative remedies.

Sec. 5.2. Arbitration Rules.

Unless otherwise specified in this Compact, arbitration shall be conducted before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and shall be held in the federal judicial district in which the Tribe's lands are located at a location selected by the arbitrator. Each side shall initially bear one-half the costs and expenses of the American Arbitration Association and the arbitrator, but the arbitrator shall award the prevailing party its costs, including the costs of the American Arbitration Association and the arbitrator; however, the parties shall bear their own attorney fees. The provisions of section 1283.05 of the California Code of Civil Procedure shall apply, provided that no discovery authorized by that section may be

conducted without leave of the arbitrator. The decision of the arbitrator shall be in writing, shall give reasons for the decision, and shall be binding. Judgment on the award may be entered in any federal or state court having jurisdiction thereof.

Sec. 5.3. No Waiver or Preclusion of Other Means of Dispute Resolution.

This Section 5.0 shall not be construed to waive, limit, or restrict any remedy that is otherwise available to either party, nor shall this section be construed to preclude, limit, or restrict the ability of the parties to pursue, by mutual agreement, any other method of dispute resolution.

Sec. 5.4. Limited Waiver of Sovereign Immunity.

- (a) For the purpose of actions or arbitrations brought pursuant to this Section 5.0 and the enforcement of any judgment or award resulting therefrom, the State and the Tribe expressly waive their right to assert their sovereign immunity from suit and from enforcement of any ensuing judgment or arbitral award and to the arbitrator's jurisdiction and further consent to be sued in federal or state court, as the case may be, provided that (i) the dispute is limited solely to issues arising under this Compact, or the termination thereof; (ii) neither side makes any claim for monetary damages (except for payment of any money specifically required by the terms of this Compact); provided, however, injunctive relief, specific performance, including enforcement of a provision of this Compact, and declaratory relief may be sought; and (iii) nothing herein shall be construed to constitute a waiver of the sovereign immunity of either the Tribe or the State with respect to any third party that is made a party or intervenes as a party to the action.
- (b) In the event that intervention, joinder, or other participation by any additional party in any such action would result in the waiver of the Tribe's or the State's sovereign immunity as to that additional party, the waivers of either the Tribe or the State provided herein may be revoked, except that where joinder is required to preserve the court's jurisdiction or where North Fork is the additional party, the State and The Wiyot Tribe may not revoke their waivers of sovereign immunity as to each other.

- (c) The waivers and consents provided for under this Section 5.0 shall extend to all arbitrations and civil actions authorized by this Compact, including, but not limited to, proceedings to enforce any judgment, actions to compel arbitration, any arbitration proceeding, any action to confirm, modify, or vacate any arbitral award or to enforce any judgment therein, and any appellate proceedings emanating from any matter in which a waiver of sovereign immunity has been granted. Except as stated herein or elsewhere in this Compact, no other waivers or consents to be sued, either express or implied, are granted by either party.

SECTION 6.0. EFFECTIVE DATE AND TERM OF COMPACT

Sec. 6.1. Effective Date.

This Compact shall not be effective unless and until all of the following have occurred:

- (a) This Compact is ratified in accordance with state law; and
- (b) Notice of approval or constructive approval is published in the Federal Register as provided in 25 U.S.C. § 2710(d)(3)(B), unless either the United States Department of Interior does not require such approval or such approval for this Compact is not required as a matter of law.

In the event that this Compact does not become effective due to the failure of any of the events described in this section, the Tribe retains any rights which it may currently possess with regard to requesting good faith negotiations with the State for a Gaming Compact pursuant to existing law.

Sec. 6.2. Term of Compact.

- (a) Once effective, this Compact shall be in full force and effect for state law purposes until December 31, 2028. No sooner than eighteen (18) months prior to the aforementioned termination date, either party may request the other party to enter into negotiations to extend this Compact or to enter into a new and different compact.

- (b) Upon a request to enter into negotiations pursuant to subdivision (a) or following an authorized termination of this Compact, The Wiyot Tribe may request negotiations for a Gaming Compact and shall be deemed not to have waived any rights by entering into this Compact; provided that nothing in this Compact shall be deemed to affect in any way the State's right to challenge The Wiyot Tribe's assertion that it possesses lands eligible for gaming or that it is otherwise entitled to game on its lands.

Sec. 6.3 Termination By the Tribe.

Where this Compact authorizes The Wiyot Tribe to terminate this Compact, said termination can only be effectuated by means of written notice served on the Governor of the State pursuant to Section 8.

Sec. 6.4 Termination By the State.

In the event of any material change in the State's ability to comply with the terms of this Compact, the State may terminate this Compact upon ninety (90) days' written notice. State budget constraints, in and of themselves, shall not be deemed a material change in the State's ability to comply with the terms of this Compact.

SECTION 7.0 AMENDMENTS; RENEGOTIATIONS

Sec. 7.1. Requests to Amend.

All requests to amend this Compact shall be in writing, addressed to the Tribal Chairperson or the Governor, as the case may be, and shall include the activities or circumstances to be amended, together with a statement of the basis supporting the request. If the request meets the requirements of this section and the parties agree to negotiate to amend this Compact, the parties shall confer promptly and determine within forty-five (45) days of the request a schedule for commencing negotiations. The Chairperson of the Tribe and the Governor of the State are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so.

Sec. 7.2. Requests to Negotiate a Gaming Compact.

Except as specified in Sections 3.2 and 6.2, if the Tribe requests and the State agrees to commence negotiations over a Gaming Compact in good faith, the State's written agreement to such negotiations will act to immediately terminate this Compact, cease the remittance of all payments under Section 4.0 of this Compact, and terminate any trust responsibilities of the State to The Wiyot Tribe under this Compact or the ratifying legislation; provided that nothing in this Compact shall be deemed to waive or in any way affect the State's right to challenge The Wiyot Tribe's assertion that it possesses lands eligible for gaming or that it is otherwise entitled to game on its lands. Any request by the Tribe to the State to negotiate a Gaming Compact shall be subject to the requirements of IGRA and any other applicable law, and the Tribe shall be deemed not to have waived any of its rights pursuant to existing law by virtue of having executed this Compact, except as specifically described in this Compact.

Sec. 7.3. Changes to State or Federal Law Affecting the Payments Received by the Tribe.

In the event the exclusive right of Indian tribes to operate Gaming Devices in California pursuant to article IV, section 19, subdivision (f) of the California Constitution is abrogated by amendment to the Constitution or by a final and dispositive California federal or state appellate judicial decision from which no further review can be granted, and another person, organization or entity (other than a federally recognized Indian tribe) thereafter operates Gaming Devices in the geographic market of North Fork as specified in the North Fork Compact, The Wiyot Tribe shall have the right to terminate this Compact by written notice, in which case the Tribe will immediately lose the right to receive the payments specified in Section 4.0 of this Compact and any trust responsibilities of the State under this Compact or the ratifying legislation shall be terminated.

Sec. 7.4. Amendment of North Fork Compact.

In the event North Fork amends its Gaming Compact with the State to change the formula for making payments for the benefit of The Wiyot Tribe, including the percentages thereof, or otherwise abrogates or terminates said formula for payments, such that the payments to The Wiyot Tribe Fund are reduced or eliminated, the Tribe shall have the right to terminate this Compact by written notice as long as it acts within sixty (60) days of the date of written notice by the State of the reduction or elimination of payments or within 180 days of the

effective date of any such amendment, whichever comes first. In the case of termination, the Tribe will lose the right to receive the payments specified in Section 4.0 of this Compact and any trust responsibilities of the State under this Compact or the ratifying legislation shall be terminated.

SECTION 8.0. NOTICES

Unless otherwise indicated by this Compact, all notices required or authorized to be served shall be served by first-class mail at the following addresses, or to such other address as either party may designate by written notice to the other:

Governor	Tribal Chairperson
Attention: Legal Affairs Secretary	The Wiyot Tribe
Governor's Office	1000 Wiyot Drive
State Capitol	Loleta, California 95551
Sacramento, California 95814	

SECTION 9.0. MISCELLANEOUS

Sec. 9.1. Third Party Beneficiaries.

This Compact is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

Sec. 9.2. Complete Agreement.

This Compact sets forth the final, complete, and exclusive agreement of the parties and supersedes any prior agreements or understandings with respect to the subject matter hereof.

Sec. 9.3. Construction.

Neither the presence in another tribal-state compact of language that is not included in this Compact, nor the absence in another tribal-state compact of language that is present in this Compact shall be a factor in construing the terms of this Compact.

Sec. 9.4. Successor Provisions.

Whenever this Compact makes reference to a specific statutory provision or set of rules, it also applies to said provision or rules as they may be amended from time to time, and any successor provision or set of rules.

Sec. 9.5. Representations.

- (a) The Tribe expressly represents that as of the date of the undersigned's execution of this Compact, the undersigned has the authority to execute this Compact on behalf of The Wiyot Tribe, including any waiver of the right to sovereign immunity therein, and will provide written proof of such authority and of the ratification of this Compact by the tribal governing body to the Governor no later than thirty (30) days after the execution of this Compact by the undersigned.
- (b) The Tribe further represents that it is (i) recognized as eligible by the Secretary of the Interior for special programs and services provided by the United States to Indians because of their status as Indians, and (ii) recognized by the Secretary of the Interior as possessing powers of self-government.
- (c) In entering into this Compact, the State expressly relies upon the foregoing representations by the Tribe, and the State's entry into this Compact is expressly made contingent upon the truth of those representations as of the date of the Tribe's execution of this Compact through the undersigned. If the Tribe fails to timely provide written proof of the undersigned's authority to execute this Compact or written proof of ratification by the Tribe's governing body within thirty (30) days of its execution, the Governor shall have the right to declare this Compact null and void.

IN WITNESS WHEREOF, the undersigned sign this Compact on behalf of the State of California and The Wiyot Tribe.

STATE OF CALIFORNIA

THE WIYOT TRIBE

By Arnold Schwarzenegger
Governor of the State of California

By Cheryl A. Seidner
Chairwoman of The Wiyot Tribe

Executed this ___ day of _____, 2008
at Sacramento, California

Executed this ___ day of _____, 2008
at Sacramento, California

ATTEST:

Debra Bowen
Secretary of State, State of California