

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 16 day of August, 2004, by and between Madera County, California, and the North Fork Rancheria of Mono Indians of California. (The capitalized terms not otherwise defined herein shall have the meanings set forth in Section 1 below.)

RECITALS

WHEREAS, the Tribe is a federally recognized Indian tribe; and

WHEREAS, the federal government terminated its government-to-government relationship with the Tribe pursuant to the California Rancheria Act of 1958; and

WHEREAS, pursuant to litigation, the federal government's government-to-government relationship with the Tribe has been restored; and

WHEREAS, the Secretary does not hold title to land in trust for the benefit of the Tribe which is eligible for gaming; and

WHEREAS, the Tribe has identified the Property, which is located in an unincorporated area of the County, as land which the Tribe desires to be taken into trust for the purposes of gaming; and

WHEREAS, the Tribe currently intends to request that the Secretary accept title to the Property in trust for the benefit of the Tribe, determine that the Trust Property is eligible for gaming under IGRA, and prepare an EIS pursuant to NEPA as part of the Trust Acquisition process; and

WHEREAS, after the Trust Acquisition Date, the Tribe intends to use the Trust Property for the development, construction and operation of the Project; and

WHEREAS, the Tribe does not intend to make any physical changes to the environment on the Property prior to the Trust Acquisition Date; and

WHEREAS, the Tribe has not requested the County to issue, the County does not intend to commit itself to issue, and the Tribe would be able to consummate the Trust Acquisition and develop, construct and operate the Project if the County does not issue, any lease, permit, license, certificate or other entitlement for use relating to the Trust Acquisition, the Federal and State Actions or the Project; and

WHEREAS, by executing, delivering and performing this MOU, the County does not intend to exercise discretionary judgment over the Trust Acquisition, the Federal and State Actions or the Project; and

WHEREAS, the Trust Acquisition, the Federal and State Actions and the Project are not "projects" of the County within the meaning of CEQA and are not subject to the discretionary approval of the County; and

WHEREAS, after the Trust Acquisition Date, the County does not have the legal authority to assess real property taxes against the Trust Property or to collect other taxes or assessments from the Tribe; and

WHEREAS, although not legally required to do so, the Tribe nevertheless desires to make voluntary contributions to the County to mitigate potential impacts of the Trust Acquisition and Project on the County; and

WHEREAS, the Tribe intends that the total amount of the contributions which the Tribe will make to the County pursuant to this MOU exceeds the total amount of the taxes, fees and other assessments the County would receive from a private developer of a comparable project; and

WHEREAS, but for this MOU, the County would not receive such contributions from the Tribe; and

WHEREAS, the Tribe is not legally required to enter into this MOU in order to consummate the Trust Acquisition and the Federal and State Actions or develop, construct and operate the Project; and

WHEREAS, the County has met and conferred with the Cities and the Madera Unified School District prior to the approval and execution of this MOU; and

WHEREAS, the County has determined after two public hearings that it is in the best interests of the County to enter into this MOU and for the Tribe to develop, construct and operate the Project; and

WHEREAS, the County and the Tribe desire to establish a cooperative and mutually respectful government-to-government relationship and to address other governmental issues of mutual interest to the County and the Tribe.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions

The terms not defined elsewhere in this MOU shall have the following meanings:

"CEQA" means the California Environmental Quality Act (California Public Resources Code § 21000 et seq.) and the guidelines promulgated thereunder, as the same may be amended or modified from time to time.

"Cities" means the City of Madera, California, and the City of Chowchilla, California, which Cities are the only cities located within the boundaries of the County.

"County" means Madera County, California, a political subdivision of the State, and its Departments, agencies and subdivisions.

"Construction Date" means the later of the date (i) the Tribe closes a loan to obtain funds from a financial institution (other than Developer) to finance construction of the Project, (ii) the Tribe commences vertical construction of the Project, (iii) the Tribe enters into a Tribal-State Compact, or (iv) the Chairman of the NIGC approves the Management Agreement between the Tribe and SC Madera Management, LLC.

"CPI Adjustment" means an annual adjustment in the applicable dollar amount which (i) is effective as of July 1 of each year, as applicable, during the term of this MOU and (ii) is equal to the percentage change in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers (CPI-U), U.S. city average for all items, for the previous May to May period, rounded to the nearest Thousand Dollars.

"Developer" means any or all of SC Madera Development, LLC and SC Madera Management, LLC (which are both independent contractors of the Tribe) and their respective affiliates, successors and assigns.

"EIS" means an environmental impact statement prepared by the Secretary as part of the Trust Acquisition process.

"Escrow Arrangement" means a payment arrangement pursuant to which the Tribe or its designee provides the County or its designee (which could be the Tribe or its contractor) with assurance of payment on terms, conditions and payment schedules (after the Construction Date and consistent with the County's requirements) agreed to by the Tribe and the County, including, without limitation, an escrow account, letter of credit or payment bond arrangement.

"Facility" means the gaming facility and those rooms, buildings, and areas, including parking lots and walkways, a principal purpose of which is to serve the activities of the gaming facility which are located on the Trust Property and described in the EIS.

"Federal and State Actions" means (i) the consummation of the Trust Acquisition, (ii) the NIGC Approvals, (iii) the negotiation and execution of the Tribal-State Compact

by the State Governor, the ratification of the Tribal-State Compact by the State legislature and the approval of the Tribal-State Compact by the Secretary, and (iv) the issuance or completion by federal, state or regional Public Agencies of approvals, permits, licenses, certifications, opinions or consultations requested by the Tribe in connection with the Trust Acquisition or the Project.

"IGRA" means the Indian Gaming Regulatory Act of 1988 (25 U.S.C. § 2701 *et seq.*) and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

"MOU" means this Memorandum of Understanding, as the same may be amended by written agreement of the County and the Tribe from time to time.

"NEPA" means the National Environmental Policy Act (42 USC § 4321 *et seq.*) and the regulations promulgated thereunder, as the same may be amended or modified from time to time.

"NIGC" means the National Indian Gaming Commission established pursuant to IGRA.

"NIGC Approvals" means (i) the approval by the NIGC of the Tribe's Tribal Gaming Ordinance and (ii) the approval by the Chairman of the NIGC of the Management Agreement between the Tribe and SC Madera Management, LLC.

"Opening Date" means the date on which the Tribe commences commercial gaming operations open to the public on the Trust Property.

"Party" means the County or the Tribe.

"Parties" means the County and the Tribe.

"Project" means the development, construction and operation of the Facility on the Property or the Trust Property.

"Property" means a parcel of approximately 305 acres of land which is located within the unincorporated area of the County and which is identified by the legal description set forth on Exhibit A hereto, or any portion of such land.

"Public Entity" means any federal, State, regional or local government entity, public authority, public agency, public corporation or any subdivision thereof, including, without limitation, the County and the Cities.

“Secretary” means the Secretary of the United States Department of the Interior or his or her representative.

“State” means the State of California.

“Tribe” means the North Fork Rancheria of Mono Indians of California, a federally recognized tribe listed in the Federal Register as the Northfork Rancheria of Mono Indians of California.

“Tribal-State Compact” means all Tribal-State Gaming Compacts for the Project entered into between the Tribe and the State pursuant to IGRA, as approved by the Secretary or allowed to become effective by operation of law pursuant to IGRA.

“Trust Acquisition” means (i) the acquisition by the United States of title to the Property in trust for the benefit of the Tribe, and (ii) the determination by the Secretary or the NIGC that the Trust Property is eligible for gaming pursuant to the requirements of IGRA.

“Trust Acquisition Date” means the date on which the deed to the Property has been conveyed to and executed by the Secretary such that (i) the Trust Property is held in trust for the benefit of the Tribe and (ii) the Secretary or the NIGC has determined that the Trust Property is eligible for gaming pursuant to the requirements of IGRA.

“Trust Property” means, after the Trust Acquisition Date, that portion of the Property which is owned by the United States in trust for the benefit of the Tribe.

## 2. Non-Recurring Mitigation Contributions

### (a) Total Non-Recurring Contribution

In order to mitigate potential impacts of the Project on the County and the surrounding communities and in lieu of any taxes, fees, charges, cost reimbursements, service fees and other assessments, the Tribe shall, as a government funding mechanism, make non-recurring contributions to the County or its designee as set forth in this Section 2.

#### (i) Non-Recurring Public Safety Resources Contribution

In order to mitigate potential impacts of the Project on fire protection, emergency medical, first responder and law enforcement resources of the County and the surrounding communities, the Tribe shall, as a government funding mechanism, make non-recurring contributions pursuant to an Escrow Arrangement totaling One Million

Nine Hundred Fifteen Thousand Dollars (\$1,915,000). Such funds may, in the County's discretion, be drawn upon and used by the County or its designee to supplement the County's budget for the purposes of (i) acquiring land for, constructing, and/or equipping (including, without limitation, acquiring fire apparatus and law enforcement vehicles) a fire protection and public safety facility located within a five minute response time to the Facility at a location to be selected by the County after meeting and conferring with the Tribe or (ii) such other public safety-related purposes as shall hereafter be mutually agreed upon by the County and the Tribe. Nothing in this MOU obligates or commits, or shall be construed to obligate or commit, the County to construct or approve any facilities or to make or approve any physical changes in the environment. Based on the preliminary information available to the Parties as of the date of this MOU, the Parties acknowledge and agree that (i) neither the Trust Acquisition, the Federal or State Actions, the Project nor this MOU, in and of themselves, create a need to acquire land for or construct a fire protection and/or public safety facility, (ii) the Tribe would be able to develop, construct and operate the Project if any such fire protection and/or public safety facility was not constructed, and (iii) the Tribe could develop, construct and operate its own fire protection and/or public safety facility on the Trust Property.

(ii) Non-Recurring Transportation Resources Contribution

In order to mitigate potential impacts of the Project on road and other transportation resources of the County which are not owned by the California Department of Transportation or the Cities, the Tribe shall, as a government funding mechanism, make non-recurring contributions after the Construction Date pursuant to an Escrow Arrangement equal to an amount estimated between Four Million Dollars (\$4,000,000) and Fifteen Million Dollars (\$15,000,000) based upon a traffic study and related environmental analyses and reports prepared in connection with the Project. Such funds may, in the County's discretion, be drawn upon and used by the County or its designee (i) to pay the actual costs of construction, improvement, equipping and environmental reports and analysis of County roads and other transportation resources which the County elects to complete on the basis of a traffic study after meeting and conferring with the Tribe, or such lesser amount as constitutes the Tribe's fair share (as determined by the traffic study) of such actual costs, and (ii) for such other road and transportation-related purposes as shall hereafter be mutually agreed upon by the County and the Tribe. The County agrees to explore the concept of the establishment of an area of benefit requiring late comer developers to reimburse the Tribe for a portion of the contributions made pursuant to this Subsection. Nothing in this MOU obligates or commits, or shall be construed to obligate or commit, the County to construct or approve any construction or improvement of road and other transportation resources or to make or approve any physical changes in the environment. Based on the preliminary information available to the Parties as of the date of this MOU, the Parties acknowledge and agree that (i) neither the Trust Acquisition, the Federal and State Actions, the Project nor this MOU, in and of themselves, create a need to construct or improve road and other transportation resources,

and (ii) the Tribe would be able to develop, construct and operate the Project if no such construction or improvement of road and transportation resources were to occur.

(iii) Non-Recurring Road Contribution Consistent with County Ordinances

In order to mitigate additional potential impacts of the Project on the County's budget for roads and in lieu of road impact fees, the Tribe shall, not later than thirty (30) days after the Construction Date, contribute to the County a one-time cash contribution of Six Hundred Thousand Dollars (\$600,000).

(iv) Non-Recurring Recreation Contribution

In order to mitigate additional potential impacts of the Project on the County's budget for certain recreational properties, the Tribe shall, not later than thirty (30) days after the Construction Date, contribute to the County a one-time cash contribution of Two Hundred Thousand Dollars (\$200,000) to be used for expenditures related to the Courthouse Park and the Ahwahnee property.

(v) Non-Recurring School Contribution

In order to mitigate additional potential impacts of the Project on the Madera Unified School District's budget for schools and in lieu of school impact fees, the Tribe shall, not later than thirty (30) days after the Construction Date, contribute to the Madera Unified School District a one-time cash contribution of One Hundred Fifty Thousand Dollars (\$150,000).

(b) Annual Adjustment

The dollar amounts of the contributions referenced in Section 2(a) shall be subject to the CPI Adjustment as of July 1, 2005 and each July 1 thereafter.

(c) County Legal Fees Reimbursement

Commencing thirty (30) days after the date of this MOU, the Tribe agrees to reimburse the County up to Fifty Thousand Dollars (\$50,000) for the cost of outside counsel retained by the County prior to and including the Construction Date to assist the County in negotiating this MOU and consummating the transactions contemplated hereby. If the County requests reimbursement under this provision, it shall present to the Tribe, along with its request for reimbursement, a copy of invoices submitted by the outside counsel retained for such purposes.

3. Recurring Mitigation Contributions

(a) Total Recurring Contributions

In order to mitigate potential impacts of the Project on the County and the surrounding communities, and in lieu of any taxes, fees, charges, cost reimbursements, service fees and other assessments, the Tribe shall make recurring contributions of up to a maximum of Four Million Thirty-Five Thousand Dollars (\$4,035,000) per annum as set forth in this Section 3(a).

(i) North Fork Rancheria Charitable Foundation Recurring Contribution

Not later than thirty (30) days after the Opening Date, the Tribe shall establish the North Fork Rancheria Charitable Foundation (the "Charitable Foundation") pursuant to the State nonprofit corporation law. The Tribe shall make a recurring contribution to the Charitable Foundation of Two Hundred Thousand Dollars (\$200,000) per annum. The Charitable Foundation shall be governed by a board of directors (the "Charitable Foundation Board") consisting of two (2) members designated by the Tribe, two (2) members designated by the County and one (1) member selected by the other members; provided, however, that the Parties shall consult with each other with respect to the designation of such members. All decisions of the Charitable Foundation shall be made by majority vote of the Charitable Foundation Board. The funds in the Charitable Foundation shall be used to supplement monies otherwise available to recipients of such funds and shall be used for purposes which mitigate potential social impacts of the Project or otherwise benefit the County, including recreation, park services, senior centers, youth programs, service club projects, or such other programs or activities as may be agreed upon by the Charitable Foundation Board. At least Seventy-Five Thousand Dollars (\$75,000) of such annual contributions shall be invested annually in programs or activities suggested by County representatives on the Charitable Foundation Board and at least Seventy-Five Thousand Dollars (\$75,000) of such annual contributions shall be invested annually in programs or activities suggested by the Tribe's representatives on the Charitable Foundation Board. All funds shall be allocated by a majority vote of the Charitable Foundation Board.

(ii) North Fork Rancheria Economic Development Foundation Recurring Contribution

Not later than thirty (30) days after the Opening Date, the Tribe shall establish the North Fork Rancheria Economic Development Foundation (the "Economic Development Foundation") pursuant to the State nonprofit corporation law. The Tribe shall make a recurring contribution to the Economic Development Foundation of Two Hundred Fifty Thousand Dollars (\$250,000) per annum. The Economic Development



Foundation shall be governed by a board of directors (the "Economic Development Foundation Board") consisting of two (2) members designated by the Tribe, two (2) members designated by the County and one (1) member selected by the other members; provided, however, that the Parties shall consult with each other with respect to the designation of such members. All decisions of the Economic Development Foundation shall be made by a majority vote of the Economic Development Foundation Board. The funds in the Economic Development Foundation shall be used County-wide for purposes which mitigate potential impacts of the Project, benefit the County, or are unanimously agreed upon by the Economic Development Foundation Board.

(iii) North Fork Rancheria Educational Foundation Recurring Contribution

Not later than thirty (30) days after the Opening Date, the Tribe shall establish the North Fork Rancheria Educational Foundation (the "Educational Foundation") pursuant to the State nonprofit corporation law. The Tribe shall make a recurring contribution to the Educational Foundation of Four Hundred Thousand Dollars (\$400,000) per annum. The Educational Foundation shall be governed by a board of directors (the "Educational Foundation Board") consisting of two (2) members designated by the Tribe, two (2) members designated by the County (one of whom shall be a member of the Madera Unified School District and the other of whom shall be a member of the Chawanakee School District) and one (1) member who shall be the County Superintendent of Schools. All decisions of the Educational Foundation shall be made by a majority vote of the Educational Foundation Board. The funds in the Educational Foundation shall be used to supplement monies which would otherwise be available to recipients of such funds and shall be used for purposes which provide funding to support the instructional programs of the local school districts, to support work force development and training programs or to mitigate potential impacts of the Project.

(iv) North Fork Rancheria Unincorporated Area Foundation Recurring Contribution

Not later than thirty (30) days after the Opening Date, the Tribe shall establish the North Fork Rancheria Unincorporated Area Foundation (the "Unincorporated Area Foundation") pursuant to the State nonprofit corporation law. The Tribe shall make a recurring contribution to the Unincorporated Area Foundation of Two Hundred Fifty Thousand Dollars (\$250,000) per annum. The Unincorporated Area Foundation shall be governed by a board of directors (the "Unincorporated Area Foundation Board") consisting of three (3) members designated by the Tribe and two (2) members designated by the County; provided, however, that the Parties shall consult with each other with respect to the designation of such members. All decisions of the Unincorporated Area Foundation shall be made by a majority vote of the Unincorporated Area Foundation Board. The funds in the Unincorporated Area Foundation shall be used

for purposes which mitigate potential impacts of the Project, benefit unincorporated areas of the County or are unanimously agreed upon by the Unincorporated Area Foundation Board, including community development, education, beautification, infrastructure, parks/recreation, business relations/development/attraction, and assistance to other non-profit organizations.

(v) Certain Recurring Contributions

In order to mitigate potential impacts of the Project within the County, the Tribe shall, as a government funding mechanism, contribute to the County recurring contributions in the following amounts per annum:

(A) Two Hundred Fifty Thousand Dollars (\$250,000) to be used to establish or supplement the County's budget for neighborhood housing or other workforce programs;

(B) commencing one hundred and eighty (180) days prior to the estimated Opening Date, the lesser of (1) Four Hundred Fifteen Thousand Dollars (\$415,000) or (2) the costs to the County of the salary and benefits (including all service expenses and supply expenses) of one-half (½) of a sergeant position and five (5) deputy positions, which contributions shall be used to supplement the County's budget for law enforcement;

(C) commencing ninety (90) days prior to the estimated Opening Date, the lesser of (1) One Million Two Hundred Thousand Dollars (\$1,200,000) or (2) the costs to the County of the salary and benefits (including all service expenses and supply expenses) of three (3) fire captains/fire apparatus engineers and six (6) firefighters/fire apparatus engineer positions, which contributions shall be used to supplement the County's budget for fire protection;

(D) Fifty Thousand Dollars (\$50,000) to be redistributed to the County Department of Behavioral Health Services or its successor department to be used to supplement the Department's budget for alcohol education and the treatment and prevention of problem gambling and gambling disorders;

(E) Seventy Thousand Dollars (\$70,000) to be used for the maintenance, operation and preservation of open space within the Courthouse Park and the Ahwahnee property; and

(F) One Hundred Thousand Dollars (\$100,000) to be used to fund additional public safety support/administrative positions with the County's public protection budget.

(vi) Additional Recurring Contributions

In order to mitigate additional potential impacts of the Project on the County and the Cities, the Tribe shall, as a government funding mechanism, contribute to the County a recurring contribution in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000) per annum to be distributed by the County as follows:

County	\$500,000
City of Madera	\$250,000
City of Chowchilla	\$100,000

The contributions which are made by the Tribe to the County pursuant to this Subsection and which are to be used by the County shall be used to supplement the County's general fund public facilities budget. Twenty percent (20%) of the contributions which are made by the Tribe to the County pursuant to this Subsection and which are redistributed by the County to the City of Madera shall be used for the transportation budget of the City of Madera. Twenty percent (20%) of the contributions which are made by the Tribe to the County pursuant to this Subsection and which are redistributed by the County to the City of Chowchilla shall be used for the transportation budget of the City of Chowchilla and the remainder of such contributions shall be used to supplement the public facilities budget of the City of Chowchilla. The County has determined that the contributions referenced in Sections 2 and 3 are, in the opinion of the County after consultation with the Cities, sufficient to mitigate additional potential non-recurring and recurring impacts of the Trust Acquisition and the Project on the County and the Cities which are not specifically identified or mitigated elsewhere in this MOU.

(b) Annual Adjustment

The dollar amounts of the contributions referenced in Section 3(a) shall be adjusted by the CPI Adjustment as of the July 1 following the Opening Date and each July 1 thereafter.

(c) Payment Terms

Where recurring contributions are to be made on a per annum basis, the contribution shall be made in twelve (12) equal monthly installments, unless the recipient agrees otherwise. The first recurring contribution shall be prorated for the applicable period. Unless otherwise specified, the first recurring contribution shall be made thirty (30) days after the Opening Date.

4. Contribution Matters

(a) Distribution of Contributions

Except for contributions to improve roads of the Cities or the State, the Parties intend for the contributions referenced in Sections 2 and 3 to constitute all of the contributions which the Tribe shall make to all County Departments, agencies and subdivisions and to all other local and regional Public Entities which are located within, or have jurisdiction within the boundaries of, the County, including, without limitation, the Cities. The County shall be responsible for distributing such contributions to the appropriate County Departments, agencies, subdivisions and Cities.

(b) Contribution Terms

The Parties acknowledge and agree that the Project and the Tribe's contribution and other obligations as set forth in this MOU are, and shall be, contingent upon (i) the Secretary accepting trust title to the Trust Property, (ii) the occurrence of the Construction Date, (iii) the Tribe and the State entering into a Tribal-State Compact, and (iv) in the case of the recurring contributions set forth in Section 3 (unless otherwise specified in Subsection 3(a)(v)), the occurrence of the Opening Date. In the event the Construction Date or the Opening Date does not occur for any reason, contributions payable after the Construction Date or the Opening Date, as the case may be, shall not be due. The County shall make good faith efforts to segregate and identify expenditures made with contributions provided to the County by the Tribe under this MOU and to publicly attribute such expenditures to the Tribe.

(c) Deductions

The Tribe may deduct the following amounts from the next contribution which the Tribe would otherwise be required to make pursuant to Sections 2 and 3:

- (i) the amount which the Tribe pays the County in excess of the amounts identified in Sections 2 and 3;
- (ii) the amount of any contribution which the Tribe pays in advance of the dates set forth in Sections 2, 3 and 4, plus interest on such amount at the prime lending rate of Bank of America from the date the payment is made until the date the payment would otherwise have been due;
- (iii) sixty percent (60%) of the amount of any payments which the County receives from the Indian Gaming Special Distribution Fund established pursuant

to California Government Code Section 12714 or similar funds which are attributable to or earmarked for the Tribe or the Project;

(iv) the amount of any payments which the Tribe receives, or is entitled to receive, from state, federal or other sources and directs to be paid to the County; and

(v) should a late comer developer make contribution(s) to fund the same items set forth in Subsections 2(a)(i) and 2(a)(ii), the Tribe shall be entitled to a dollar-for-dollar deduction or refund until such time as the Tribe recovers up to sixty percent (60%) of the contributions made by the Tribe under Subsections 2(a)(i) and 2(a)(ii).

(d) No Other Payments

Except as is expressly set forth in Section 2 or 3, the Tribe shall not be required pursuant to this MOU or otherwise to:

(i) make any payments, reimbursements, contributions or investment to, through or on behalf of the County for any taxes, fees, charges, cost reimbursements, service fees or other assessments;

(ii) pay the County any other contributions or payments in mitigation of any economic or other impacts of the Project or any other developments on the Trust Property; or

(iii) acquire rights to any real property, grant or transfer to the County any rights to any real property, place any conservation or other easement on any real property, or otherwise agree to forgo any rights with respect to any real property.

5. Environmental Review

(a) NEPA Matters

The Parties acknowledge their understanding that (i) in connection with the Secretary's decision with respect to whether to accept trust title to the Property, the Secretary will be required to comply with NEPA, (ii) the Secretary will accept the Tribe's request to prepare an EIS, as distinguished from a less comprehensive environmental assessment, (iii) the Secretary will provide public notices relating to the preparation of an EIS in accordance with NEPA, (iv) the Secretary will provide the County, the Cities, other Public Entities and the public with the opportunity to comment on the draft EIS, and (v) the County's opportunity to comment on the draft EIS will include the opportunity to

comment on the adequacy of any proposed mitigation measures intended to mitigate potential impacts of the Trust Acquisition and the Project.

(b) Environmental Laws

In connection with the Tribe's application to the Secretary to accept trust title to the Property, the Tribe shall provide the Secretary with such information, assistance and cooperation as shall be necessary or appropriate to enable the Secretary to comply with the following federal statutes, Executive Orders, regulations, standards and processes, to the extent applicable:

- (i) the Endangered Species Act;
- (ii) the Farmland Protection Policy Act;
- (iii) the National Historic Preservation Act;
- (iv) the Clean Air Act;
- (v) the National Ambient Air Quality Standards;
- (vi) Executive Order No. 11988 (Floodplain Management);
- (vii) Executive Order No. 11990 (Protection of Wetlands);
- (viii) Section 404 of the Clean Water Act; and
- (ix) Executive Order No. 12898 (Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations).

(c) CEQA Matters

(i) The Trust Acquisition, the Federal and State Actions, the Project and the approval, execution, delivery, performance and consummation of the transactions contemplated by this MOU are not activities that, within the meaning of CEQA, (A) are directly undertaken by the County and the surrounding communities, (B) are supported, in whole or in part, through contracts, grants, subsidies, loans or other forms of assistance from the County or the surrounding communities, or (C) involve the issuance of a lease, permit, license, certificate or other entitlement for use by the County or the surrounding communities.

(ii) By approving, executing, delivering, performing and consummating the transactions contemplated by this MOU, the County does not, and

does not commit itself to, (A) issue any lease, permit, license, certificate or entitlement for use, (B) develop, construct or improve any facilities or cause any other physical changes to the environment, or (C) approve, shape, deliberate on or otherwise exercise judgment over the Trust Acquisition, the Federal and State Actions or the Project.

(iii) The Trust Acquisition, the Federal and State Actions and the Project, the approval, execution and delivery of this MOU and the performance and consummation of the transactions contemplated by this MOU are not "projects" (as such term is defined in CEQA) of the County.

(iv) This MOU should be construed to be a government payment and funding mechanism which does not commit the County or the Cities to make any physical changes in the environment.

(v) The County does not, in any event, have sufficient information as of the date of this MOU to make any commitment to the Tribe to make any physical changes in the environment.

(vi) If and to the extent the County hereafter determines that it is required to comply with CEQA with respect to any "project" (as such term is defined in CEQA) which causes a physical change in the environment, the County fully intends to comply with CEQA at such time.

(d) Identification of Certain Issues

Based on the preliminary investigation of the Property which the Tribe has conducted as of the date of this MOU, the Tribe has not identified on the Property any of the following: (i) land subject to a Williamson Act (California Gov. Code § 51200 *et. seq.*) contract or a conservation easement; (ii) unique, rare or threatened plant species or plant communities; (iii) prehistoric, paleontological, archeological, historic or cultural resources; (iv) mineral resources; (v) human remains, (vi) hazardous materials; or (vii) active fault lines or areas with active fault movement.

(e) Further Investigations

Nothing in this MOU is intended to prejudice the results of further investigations of the Property, or to state or imply that resources, potential impacts or other matters referenced in this Section may not be identified in the future based on further investigation. Also, nothing in this MOU is intended to state or imply that the County's decision to enter into this MOU depends in any way upon the results of the Tribe's preliminary investigation of the Property to date or that any given consequence would or would not follow from the identification of any of the resources, potential impacts or other matters referenced in this Section.

6. Additional Tribal Covenants

(a) County Services

The Parties acknowledge that, under the current design of the Project, the Tribe has not requested and does not intend to request the County to provide, and the County does not hereby commit itself to provide, water, wastewater, electricity, natural gas or telecommunications services to the Project, the Property or the Trust Property.

(b) City of Madera Water and Wastewater Services

The Parties acknowledge that the Tribe has not yet determined whether it intends to request the City of Madera to provide water or wastewater services to the Project, the Property or the Trust Property. Any such arrangements for City of Madera water or wastewater services shall be made solely by and between the Tribe and the City of Madera, shall not involve or require approval of the County, shall be addressed by separate arrangements, and shall not entitle the Tribe to any deduction of, or offset against, contributions required by this MOU. The Parties further acknowledge and agree that, based on the information available to the Parties as of the date of this MOU, the Tribe would be able to develop, construct and operate its own water and wastewater systems on the Property or the Trust Property and, therefore, the Tribe would be able to develop, construct and operate the Project if it did not obtain water or wastewater services from the City of Madera.

(c) Other Wastewater Matters

In the event the Tribe develops and constructs its own wastewater treatment system on the Trust Property, the Tribe shall (i) obtain a National Pollution Discharge Elimination System permit for wastewater discharge if and as required by the Clean Water Act (33 U.S.C. § 1311) from the United States Environmental Protection Agency, and (ii) construct a tertiary treatment system or similar system. To the extent feasible and commercially reasonable (as determined by the Tribe), the Project shall incorporate measures to minimize wastewater flows and use recycled water.

(d) Solid Waste Disposal Matters

Unless otherwise agreed by the County, the Tribe agrees to obtain solid waste services from the County's solid waste service franchisee at such franchisee's standard terms and rates and shall implement single stream recycling and green waste diversion. Payment by the Tribe for waste disposal shall not entitle the Tribe to any deduction of, or offset against, contributions required by this MOU.



(e) Building Codes and Other Arrangements

In the event that the Tribal-State Compact does not contain provisions which are substantially similar or identical to (i) the minimum gaming age provisions of Section 6.3 of the 1999 model State compact (with the minimum gaming age being 21), (ii) the food and beverage handling provisions and the safe drinking water standards of Sections 10.2(a) and (b) of the 1999 model State compact, and (iii) the building code and inspection provisions of Subsections 6.4.2(d) through (k) of the June 2004 State compact amendments, the County may request that the Tribe enter into negotiations with the County, in which event the Tribe shall enter into good faith negotiations with the County, to execute and deliver an agreement or other arrangement with the County on mutually agreeable terms relating to the topics addressed in those compact or compact amendment provisions, which agreements or arrangements shall not, in any event, be less favorable to the County than the provisions set forth in the referenced compact or compact amendment provisions.

(f) Gaming Age Limitation

The Tribe shall prohibit persons under the age of 21 years from entering and remaining in any area in which gaming activities are being conducted.

(g) No Golf Course

The Tribe does not intend to, and, unless otherwise agreed by the City of Madera, the Tribe shall not, construct a golf course on the Trust Property until the earlier of (i) twenty (20) years from the date of this MOU, (ii) the date on which the aggregate number of rounds of golf played on the Madera Municipal Golf Course in any given calendar year exceeds 60,000 18-hole equivalent rounds, or (iii) the date on which the Madera Municipal Golf Course is sold or ceases operations.

(h) No Water Park

The Tribe does not intend to, and, unless otherwise agreed by the County, the Tribe shall not, develop, construct or operate a water park on the Trust Property within twenty (20) years from the date of this MOU.

(i) Employment of County Residents

The Tribe shall work in good faith with the Cities and the County to employ qualified residents of the County at the Facility to the extent permitted by applicable law. The goal will be that fifty percent (50%) of the new hires will be County residents to the extent permitted by applicable law. Prior to the opening of the Facility, the Tribe shall

offer training programs to assist County residents to become qualified for employment. Nothing in this Section shall be interpreted to limit or modify the Tribe's policy of Indian preference in employment.

(j) No Submission to Jurisdiction

The Parties acknowledge and agree that nothing in this MOU shall be construed as constituting a submission by the Tribe to the jurisdiction of the County (except as expressly set forth in Sections 14(d) and 15 herein with respect to the Tribe's submission to the jurisdiction of certain courts). Nothing in this MOU shall be construed to state or imply that the Tribe would be required to make the contributions or covenants set forth in this MOU other than pursuant to the terms and conditions of this MOU.

7. Mutual Aid Arrangements

(a) Mutual Aid

Upon the request of the Tribe, the County or its departments will enter into good faith negotiations with the Tribe, and will encourage the Cities and other local or regional Public Entities or their subdivisions to enter into good faith negotiations with the Tribe, to execute and deliver a mutual aid agreement or other arrangements with the Tribe on mutually agreeable terms relating to fire protection, emergency medical, first responder and law enforcement responses.

(b) Law Enforcement

Upon the request of the Tribe, the County or its departments will, and will encourage the Cities and other local Public Entities or their subdivisions to, enter into good faith negotiations with the Tribe to execute and deliver agreements or arrangements on mutually agreeable terms relating to investigation, jurisdictional or other similar issues. The Tribe acknowledges that, pursuant to, and to the extent set forth in, federal Public Law 280 as in effect and construed as of the date of this MOU, most State criminal laws will have the same force and effect on the Trust Property as they have elsewhere in the State and the County Sheriff's Department will have jurisdiction over most offenses committed by or against Indians on the Trust Property. However, nothing in this Subsection or any agreement entered into pursuant to this Subsection does or is intended to create County, State or other Public Entity jurisdiction over the Tribe on the Trust Property.

(c) Additional Mutual Aid Arrangement Matters

The Parties do not intend that (i) the Tribe shall make any contributions or

payments to the County or any other entity pursuant to the mutual aid or other agreements or arrangements contemplated by this Section or (ii) the Tribe shall be required to include the County as a party to, or obtain the approval of the County for, any such mutual aid or other agreements or arrangements between the Tribe and any entity other than the County. The County acknowledges that it currently has mutual aid agreements or arrangements with the Cities and the counties surrounding the County relating to fire protection, emergency medical, first responder and law enforcement responses.

8. Term

(a) Effective Date

This MOU shall not become effective unless and until the following events have occurred:

(i) this MOU has been approved or ratified by the County Board of Supervisors, approved as to form by the County Counsel, and executed and delivered by the County; and

(ii) this MOU has been approved or ratified by the Tribe's Tribal Council, approved as to form by legal counsel to the Tribe, and executed and delivered by the Tribe.

(b) Expiration Date

Subject to the early termination provisions of this MOU, this MOU shall expire on the later of (i) the twentieth (20<sup>th</sup>) anniversary of the date of this MOU, or (ii) the date of the expiration or termination of the Tribal-State Compact.

9. Termination Events

Unless otherwise agreed by the Parties, this MOU shall automatically terminate in the event, and on the date, that:

(a) after the Trust Acquisition Date, (i) the Trust Property (A) is thereafter no longer "Indian country" within the meaning of federal law, (B) is removed from trust or restricted status such that the Trust Property is no longer held in trust by the United States for the benefit of the Tribe, or (C) is not eligible for the development or operation of the Project or the Facility for any reason and (ii) the Tribe ceases gaming operations on the Trust Property; or

(b) the Tribe submits a written notice to the County to the effect that the Tribe has permanently decided (i) to withdraw or not submit any application requesting that the Secretary accept trust title to the Property for the benefit of the Tribe or (ii) to otherwise cease the development or operation of the Project; or

(c) after the Tribal-State Compact becomes effective, such Tribal-State Compact expires or terminates for any reason or is determined by the Secretary or any court of competent jurisdiction to be unlawful or otherwise ineffective for any reason; or

(d) the Tribe ceases gaming operations on the Trust Property.

#### 10. Suspension Events

If, due to Force Majeure (as hereinafter defined), an act of God, valid business considerations, or the events listed in Section 11, a material portion of the gaming operations previously conducted by the Tribe on the Trust Property are suspended or terminated, the Parties' obligations under this MOU shall be suspended as of the date of such suspension or termination until such time as such operations are resumed. For the purposes of this Section, the term "Force Majeure" shall include, without limitation, the following: earthquake; flood; fire; other natural disasters; changes in law, regulation or governmental policy that has a material adverse affect on the Project; riots; war; or terrorism. Nothing in this Section shall reduce the Tribe's liability for contributions or other payments which become due and payable prior to the date such gaming operations are suspended or terminated.

#### 11. Renegotiation Provision

##### (a) Tribe Renegotiation Events

The Tribe may request that the County renegotiate one or more of the provisions of this MOU if there is a change in law or other circumstances which has a significant and adverse financial impact on the Project or the Facility. Such changes shall be deemed to include, without limitation, the following:

(i) any change in State or federal constitutions, laws, rules or regulations, guidelines or bulletins, or the construction or interpretation thereof, relating to IGRA or gaming on Indian lands, or ending the prohibition on Class III gaming (as defined in IGRA) or the operation of gaming devices by non-Indians in the State;

(ii) a reduction in the scope of gaming permitted on the Trust Property, whether pursuant to a change in federal, State or local constitutions, laws, rules or regulations, the Tribal-State Compact or otherwise; or

(iii) the Tribal-State Compact, as amended or interpreted from time to time, (A) does not authorize the Tribe to conduct the scope of Class III (as defined in IGRA) gaming activities authorized by the State 1999 model Tribal-State Gaming Compact, or (B) does not authorize the Tribe to operate at least 2000 gaming devices.

(b) County Renegotiation Events

At the County's request, the Tribe shall renegotiate one or more of the provisions of this MOU if the Tribe materially expands the public spaces of the Facility.

(c) Effect of Expiration or Termination

Upon the expiration or termination of this MOU, and except for Sections 6(c), 6(d), 6(e), 6(i), 6(j), 14, 15 and 16 (which Sections and Subsections shall survive such expiration or termination for a period of twenty (20) years after such expiration or termination), the provisions of this MOU shall be of no further force or effect and none of the provisions of this MOU shall survive such expiration or termination; provided, however, that the Tribe shall continue to make contributions pursuant to the terms of this MOU which became due and payable prior to any expiration or termination date. Subsections 6(g) and 6(h) of this MOU shall survive for twenty (20) years from the date of this MOU.

(d) Renegotiation Procedures

All requests by either Party to renegotiate or amend this MOU shall be by written notice addressed to the other Party and shall identify the provisions of this MOU to be negotiated. Upon receipt of such notice, the Parties shall be obligated to renegotiate this MOU in good faith. The Parties shall confer promptly and determine a schedule for commencing negotiations within fifteen (15) days of receipt of notice. The Parties are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so. The purpose of the negotiations will be to renegotiate the provisions of this MOU in good faith so that the Parties will retain substantially the same rights and economic benefits in the aggregate from the Project as contemplated on the date of execution of this MOU.

12. Severability

(a) If any provision of this MOU is held by the Secretary, the arbitrators or a court of competent jurisdiction to be illegal, invalid, unenforceable, or unauthorized under present or future laws, the remaining provisions of this MOU shall remain in full force and effect and shall not be affected by the illegal, invalid, unenforceable,

unauthorized or non-compliant provision or by its severance from this MOU. In the event of any such determination, the Parties shall enter into good faith negotiations to replace the invalid provision with a valid provision, the economic effect of which comes as close as possible to that of the invalid provision, which negotiations shall be conducted pursuant to the provisions of Subsection 11(d) of this MOU.

(b) In the event that the entire MOU is declared null and void or is unauthorized, the Parties shall enter into good faith negotiations to negotiate a new memorandum of understanding.

13. Scope

This MOU is intended to apply and shall be construed to apply solely to the Property and, after the Trust Acquisition Date, solely to the Trust Property and shall not be construed to apply to any other property.

14. Dispute Resolution Provisions

(a) Dispute Resolution

In an effort to foster good government-to-government relationships and to assure that the Tribe is not unreasonably prevented from engaging in gaming and other commercial activities and benefiting therefrom, the Parties agree to the dispute resolution procedures set forth in this Section.

(b) Meeting

The Parties shall make their best efforts to resolve any dispute specifically arising under this MOU by good faith negotiations whenever possible. The parties shall meet and confer in good faith to resolve any disputes arising under the MOU or concerning its terms or administration as follows:

(i) A Party shall give the other Party, as soon as possible after the dispute arises, written notice setting forth, with specificity, the Party's claims.

(ii) The Parties shall meet and confer in a good faith attempt to resolve such dispute through negotiation not later than 10 days after receipt of notice, unless the Parties agree in writing to an extension of time.

(c) Arbitration

If such dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then the Parties may seek to have the dispute resolved by arbitration in accordance with the following procedures:

(i) Upon the request of a Party in writing, the dispute shall be submitted to binding arbitration in accordance with this Subsection.

(ii) The disputes to be submitted to arbitration shall be limited to disputes specifically arising under this MOU.

(iii) In the event that there is any dispute as to whether a matter is subject to the arbitration provisions of this MOU, or any dispute concerning the scope of the matter or matters to be arbitrated, the disagreement as to whether the dispute is subject to the arbitration provisions of this MOU or the scope of such arbitration shall be resolved by the courts referenced in Subsection (d) of this Section.

(iv) The arbitration shall be administered by three (3) arbitrators. The Tribe and the County shall each select one (1) arbitrator and those two (2) arbitrators shall select the third arbitrator. All arbitrators shall be generally familiar with federal Indian law, and commercial business transactions and shall have no interest in the matter.

(v) The arbitration shall be held in Fresno, California, or at such other location as is mutually agreeable to the Parties.

(vi) The arbitration shall be administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified by the provisions of this MOU.

(vii) 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 arbitrators.

(viii) Each side shall bear its own costs, attorneys' fees and one-half the costs and expenses of the arbitrators.

(ix) Subject to the provisions of this Section, the arbitrators shall be empowered to grant (A) compensatory and declaratory relief, and (B) specific performance as to the covenants in Sections 6, 11 and 12 of this MOU.

(x) The decision of the arbitrators shall be in writing and shall give reasons for the decision.

(d) Confirmation of Decisions

Any Party to an arbitration in which a decision has been made pursuant to this Section may petition the federal District Court for the Eastern District of California or the State Superior Court for Madera County to affirm the decision. The Parties expressly consent to be sued in such Courts for affirmation of any such decision. A decision shall be affirmed, provided that:

(i) The decision is limited to matters specifically arising under this MOU.

(ii) No monetary damages may be awarded except those which require the payment of sums pursuant to breaches of obligations of the Parties under this MOU and which are not inconsistent with Section 17 and the Tribe's limited waiver of sovereign immunity as set forth in Subsection 16(b).

(iii) No person or entity other than the Parties or the Developer is party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Parties in respect to any such third party other than the Developer.

If an award is affirmed, judgment shall be entered in conformity therewith. The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action and may be enforced like any other judgment of the court in which it is entered.

(e) Actions

The express waivers and consents provided for in this Section and Sections 15 and 16 shall only extend to the following: civil actions specifically arising under this MOU; civil actions to compel arbitration; civil actions to determine whether a matter is subject to arbitration or determine the scope of the arbitration; any arbitration proceeding as provided herein; any action to confirm or enforce any judgment or arbitration award as provided herein; and any appellate proceedings emanating from a matter in which an immunity waiver has been granted. Except as stated herein or elsewhere in this MOU, no other waivers or consents to be sued, either express or implied, are granted by either Party.

(f) Other Dispute Resolutions

This Section may not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution, including, but not limited to, mediation or utilization of a technical advisor to the Parties; provided, however, that no Party is under an obligation to agree to such alternative method of dispute resolution.



(g) Confidentiality

The Parties agree that any dispute resolution meetings or communications, arbitration proceedings, or agreements among the Parties settling or otherwise relating to any claims of breach of this MOU or otherwise shall be and remain confidential to the extent not prohibited by applicable law.

15. Expedited Procedure for Threats to Public Safety

(a) Judicial Litigation

If the County or the Tribe reasonably believes that the other's violation of Section 6 of this MOU has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in Section 14, the complaining Party may proceed with judicial litigation consistent with the provisions of this Section 15.

(b) Consent to Jurisdiction

The Parties consent to the jurisdiction of the courts identified in Section 14(d) for purposes of obtaining declaratory relief and specific performance under this Section. Service of process in any such judicial proceeding is waived in favor of delivery of court documents by Certified Mail - Return Receipt Requested in accordance with the notice provisions of Section 18 of this MOU.

(c) Suspension or Termination

Except as provided in this Section and notwithstanding any other provision of this MOU, the County will not have the right to seek a decision from an arbitrator or court order to suspend or terminate the Project, the Facility or the Tribe's gaming operations.

16. Limited Waiver of Sovereign Immunity

(a) Waiver

Subject to the provisions of this Section, the Tribe expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of the County (but not as to any other person or entity) as to any disputes specifically arising under this MOU and not as to any other actions, matters or disputes.

(b) Limitations on Tribe's Waiver

The Tribe's waiver of sovereign immunity in favor of the County is specifically limited to permitting, and does permit, the decisions referenced in Subsection 14(c)(ix) and actions referenced in Subsection 14(e). The arbitrators and the courts will have no authority or jurisdiction to issue any monetary award or damages or order the execution or enforcement of any monetary award or damages against any assets or revenues of the Tribe except for the Tribe's share of the net revenues (as defined by IGRA) from the Facility. The Tribe does not waive its sovereign immunity with respect to (i) actions by third parties, or (ii) disputes between the Tribe and the County which do not specifically arise under this MOU.

(c) Tribal Council Resolution

The Tribe represents to the County that that Tribal Council of the Tribe has adopted a resolution in accordance with the Tribe's Constitution which provides that (i) the Tribal Council has the authority to act on behalf of the Tribe in connection with the execution and delivery of this MOU, (ii) the Tribal Council delegates authority to the Chairperson of the Tribe to execute and deliver this MOU on behalf of the Tribe and (iii) the Tribe waives sovereign immunity on a limited basis as set forth in this MOU. A certified copy of the resolution is attached to this MOU as Exhibit B.

17. Damages

The Parties hereby agree that, in the event of default, any damages awarded or arising under this MOU shall be exclusively limited to actual direct damages incurred and which have been demonstrated with substantial certainty. In no instance shall the Parties to this MOU be entitled to special, incidental, indirect, consequential or punitive damages, lost profits or attorney's fees. By acceptance and execution of this MOU, the Parties hereby agree that the only monetary damages contemplated by the Parties as arising from this MOU are actual or direct damages which do not, in any event, exceed the contribution amounts expressly stated in this MOU and that the Parties are precluded from asserting any claims for additional or other monetary damages.

18. Indemnification

The Tribe agrees to indemnify, defend and hold harmless the County from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees) arising from any action or proceeding filed against the County which challenges the County's approval, execution or delivery of this MOU on the basis of claims related to CEQA; provided, however, that the County's

defense shall be conducted by outside legal counsel selected by the Tribe and acceptable to the County.

19. Third Party Matters

The County acknowledges and agrees that Developer does not have any obligations or liabilities under, or with respect to, this MOU. This MOU is not intended to, and will not be construed to, create any right on the part of any other third party to bring any action or to otherwise enforce any of its terms.

20. Binding MOU

This MOU is intended to be, and shall be construed to be, binding upon the Parties and all successors and successors-in-interest of each Party, including, in the case of the County, future County Boards of Supervisors, and, in the case of the Tribe, future Tribal Councils. The County intends that its approval, execution, delivery and performance of this MOU shall (i) be construed to be administrative actions, as distinguished from legislative actions, and (ii) not be construed to be an express or implied enactment, adoption or amendment of any zoning ordinance, general plan, special plan or elements thereof.

21. Notice

All notices required by this MOU will be deemed to have been given when made in writing and delivered or mailed to the Party and its representatives at their respective addresses as set forth below, or such other address as they may provide to the other Party from time to time:

For the Tribe:

North Fork Rancheria of Mono Indians of California  
P.O. Box 929  
North Fork, California 93643  
Telephone: (559) 877-2461  
Fax: (559) 877-2467  
Attention: Chairperson

With a copy to:

California Indian Legal Services

510 16<sup>th</sup> Street, Fourth Floor  
Oakland, California 94612  
Telephone: (510) 835-0284  
Fax: (510) 835-8045  
Attention: John A. Maier, Esq.

For the County:

County of Madera California  
209 W. Yosemite Avenue  
Madera, CA 93637  
Telephone: (599) 675-7703  
Fax: (599) 673-3302  
Attention: Chairman of the Board of Supervisors  
County Counsel

22. Governing Law

This MOU shall be governed by, and construed in accordance with, the laws of the State.

23. Construction of MOU

This MOU, together with all Exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior negotiations, representations or other agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against, or in favor of, any Party based on the preparation or negotiation of this MOU. The headings contained in this MOU are for convenience of reference only and shall not affect the construction or interpretation hereof.

24. Tribal County Advisory Committee

(a) Jurisdiction

The County and the Tribe agree to establish a permanent committee to be known as the Tribal County Advisory Committee. Matters within the jurisdiction of the Tribal

County Advisory Committee shall include questions related to implementation of this MOU and concerns over any matter within the scope of this MOU.

(b) Composition

The Tribal County Advisory Committee shall be composed of three (3) representatives of the County and three (3) representatives of the Tribe.

(c) Meeting Times

The Tribal County Advisory Committee shall meet on an as-needed basis, but not, in any event, less than annually, in accordance with procedures established by such Committee.

(d) Authority

The Tribal County Advisory Committee may make recommendations to the Tribe and the County which both Parties shall consider before implementing any actions concerning the subject matter of this MOU.

25. Approval by the Department of the Interior

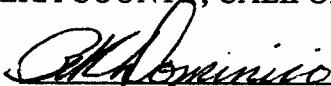
Although the Parties believe approval is not required, the Parties will submit this MOU to the Department of the Interior for either (a) approval pursuant to 25 U.S.C. §81 or (b) a written response that this MOU does not require approval under 25 U.S.C. §81.

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IN WITNESS WHEREOF, the Parties have executed this MOU as of the date first set forth above.

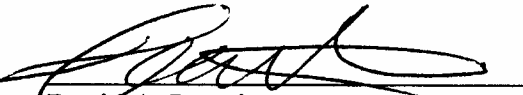
MADERA COUNTY, CALIFORNIA

Date: August 6, 2004

By:   
Ronn Dominici  
Chairman of the Board of Supervisors

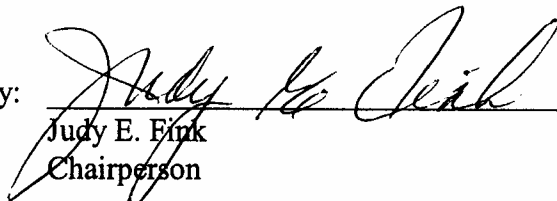
APPROVED AS TO LEGAL FORM BY  
MADERA COUNTY COUNSEL:

Date: August 6, 2004

By:   
David A. Prentice, Esq.  
County Counsel

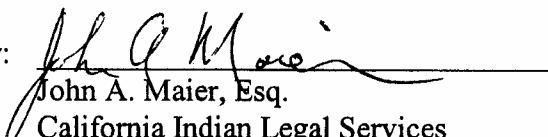
NORTH FORK RANCHERIA OF MONO  
INDIANS OF CALIFORNIA

Date: August 6, 2004

By:   
Judy E. Fink  
Chairperson

APPROVED AS TO LEGAL FORM BY  
LEGAL COUNSEL TO THE TRIBE:

Date: August 6, 2004

By:   
John A. Maier, Esq.  
California Indian Legal Services  
Legal Counsel to the Tribe

AUG 16 2004