

Draft Waiver of Sovereign Immunity Proposed by Tribe in 2011

Consent To Jurisdiction: Limited Waiver of Sovereign Immunity and Exhaustion Of Tribal Remedies.

a) Santa Ynez Band grants a limited waiver of sovereign immunity from suit exclusively to County, and to no other entity or person, for the sole purpose of enforcing this Agreement. For this limited purpose, Santa Ynez Band (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in the federal courts of the United States, or in the event the federal courts refuse to hear such case for lack of jurisdiction, the State courts of the State of California (including any courts to which appeals there from are available); and (ii) waives its sovereign immunity in any such suit, action or legal proceeding by County for money damages, specific performance, injunctive relief and/or declaratory relief for Santa Ynez Band's breach of this Agreement.

Draft Waiver of Sovereign Immunity Proposed by Tribe in 2011 (cont.)

Santa Ynez Band does hereby unconditionally waive any claim or defense of exhaustion of tribal administrative or judicial remedies. In no instance shall any enforcement or judgment of any kind whatsoever be allowed or levied against any assets of Santa Ynez Band other than the limited assets of the Santa Ynez Band's distributed share of the revenue stream of the Chumash Casino and physical assets of the Chumash Casino, subject however, to prior existing liens or encumbrances on such assets. Specifically, this waiver shall not extend to any other accounts of Santa Ynez Band, the source of which includes distributions from accounts directly related to the Chumash Casino, so long as such distributions are in the ordinary course of business when the Agreement is not in default and are not done for the purpose of frustrating the County's remedies hereunder.

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Santa Ynez Band does not waive the defense of sovereign immunity with respect to any action by third parties, or extend its waiver to reach any assets of Santa Ynez Band other than those specifically set forth herein.

b) County acknowledges and agrees that Santa Ynez Band may bring an action in the State Courts of California to enforce the terms of this Agreement as against Santa Barbara County for money damages, specific performance, injunctive relief and/or declaratory relief for County's breach of this Agreement. County acknowledges and agrees that State Courts with proper venue have jurisdiction to hear such disputes. For purposes of the Agreement, County hereby waives any immunity it may have from suit in order to permit Santa Ynez Band to enforce the provisions of the Agreement.

Discussion Items

1. Tribal Resolution/Authority to Sign
2. Enforcement of Judgment
3. County's waiver of sovereign immunity