

**AMENDMENT 2 TO MEMORANDUM OF UNDERSTANDING AND
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF EL DORADO AND
SHINGLE SPRINGS BAND OF MIWOK INDIANS**

This AMENDMENT 2 TO MEMORANDUM OF UNDERSTANDING AND INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF ELDORADO AND SHINGLE SPRINGS BAND OF MIWOK INDIANS ("Amendment 2") is dated _____, 2017 for purposes of reference only, and is made between the County of El Dorado, a political subdivision of the State of California ("County") and the Shingle Springs Band of Miwok Indians, a federally recognized Indian tribe ("Tribe") (County and Tribe are collectively referred to as "Parties").

RECITALS

1. The County and the Tribe are parties to that certain Memorandum of Understanding and Intergovernmental Agreement between the County of El Dorado and Shingle Springs Band of Miwok Indians dated September 28, 2006 ("Memorandum of Understanding").
2. The County and the Tribe amended the Memorandum of Understanding a first time pursuant to the Amendment of Memorandum of Understanding and Intergovernmental Agreement between the County of El Dorado and Shingle Springs Band of Miwok Indians dated October 20, 2012 ("Amendment 1"). (Memorandum of Understanding and Amendment 1 are collectively referred to as "MOU".)
3. The Parties now desire to amend the MOU a second time to remove the geographical restrictions on where Qualifying Public Improvements can be located.
4. The County and the Tribe mutually acknowledge that cooperation, coordination and ongoing communication between the two entities are necessary in order to achieve the goals and objectives of both entities.
5. The County and the Tribe, through their respective governing bodies, recognize that the health, safety and general welfare of their respective communities are of utmost importance and that Qualifying Public Improvements contribute to the health, safety and general welfare of residents of both communities.
6. The Parties recognize that spending flexibility will enable the County to utilize the MOU funds in a more effective and efficient manner which will benefit both Parties.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the Tribe agree that the MOU shall be amended a second time as follows:

AGREEMENT

- A. Paragraph 1 of Amendment 1 is amended in its entirety to read as follows:
1. Qualifying Public Improvement Projects. In lieu of making the HOV Payment required under Section A of the Memorandum of Understanding, the Tribe will hereafter make one (1) payment annually of Five Million Two Hundred Thousand Dollars (\$5,200,000) to the County for the duration of the Agreement to be used by the County for public improvements as determined by the Board of Supervisors, including, but without limitation, to road improvements and/or maintenance ("**Qualifying Public Improvements**"). The annual payment of Five Million Two Hundred Thousand Dollars (\$5,200,000) is due on December 1st of each year

through the duration of the Agreement. Such payment shall be increased by two percent (2%) every year, beginning on December 1, 2017.

B. Exhibit A, Area of Use Map, is deleted.

C. Except as amended by this Amendment 2, all of the other terms and conditions set forth in the Memorandum of Understanding and Amendment 1 shall remain in full force and effect.

D. Limited Waiver of Sovereign Immunity. The Tribe hereby agrees to waive its sovereign immunity (and any requirement of exhaustion of tribal remedies) in connection with any dispute vis-a-vis the County that may arise under this Amendment, and consents to the jurisdiction of certain courts solely for purposes of enforcing the terms of this Amendment. To that end, the Tribe consents only to the jurisdiction of the U.S. District Court in the Eastern District of California (and all relevant courts of appeal), or alternatively, to the jurisdiction of the Superior Court of California (and all relevant courts of appeal), for judicial resolution of disputes with the County over this Amendment. The County and the Tribe agree that jurisdiction and venue for any such dispute shall be in any superior court other than El Dorado County Superior Court unless it is determined by another superior court, sua sponte and without motion or suggestion by the County, that the action must be heard in El Dorado County Superior Court. The County agrees to jurisdiction and venue in Sacramento County Superior Court and will not assert that jurisdiction and venue lie in El Dorado County Superior Court unless there is no other superior court that will accept jurisdiction and venue for the matter. The waiver is also limited to amounts due under the terms of this Amendment, and in no instance shall the waiver be read to extend to allow judicial enforcement of any kind against any assets of the Tribe, other than the Revenue Stream of its Gaming Project. (Revenue Stream is defined as net profits due and owing to the Tribe that are derived from the operation of the Gaming Project after all costs of operation, repayment of debt service, payments to the State under any Compact, and payments to the Tribe for any necessary governmental functions associated with the operation of the Gaming Project have been made.) The Tribe also does not agree to waive any aspect of its sovereign immunity with respect to actions by parties other than the County.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 2 to the MOU on the dates indicated below.

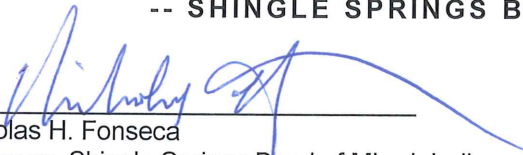
-- COUNTY OF EL DORADO --

ATTEST
JAMES S. MITRISIN
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Chair, Board of Supervisors

-- SHINGLE SPRINGS BAND OF MIWOK INDIANS --




Nicholas H. Fonseca
Chairman, Shingle Springs Band of Miwok Indians

APPROVED AS TO FORM:

El Dorado County Counsel

Michael J. Ciccozzi

General Counsel for SSBMI



AmyAnn Taylor