#### AMENDED AND RESTATED TRIBAL-STATE COMPACT FOR REGULATION OF CLASS III GAMING BETWEEN THE COQUILLE TRIBE OF INDIANS AND THE STATE OF OREGON October 19, 2000

## SECTION 13. DISCLAIMERS AND WAIVERS.

- A. <u>Gaming at Another Location or Facility.</u> For a period of five (5) years, the Tribe hereby waives any right it may have under IGRA to negotiate a Compact for Class III gaming at any other location or facility, unless another Tribe that is operating a gaming facility in this State as of December 31, 1997, signs a Compact that authorizes that Tribe to operate more than one gaming facility simultaneously, or is otherwise authorized to operate more than one gaming facility simultaneously, or unless a physical calamity occurs that makes operation at the existing location unfeasible.
- B. <u>Status of Class II Gaming</u>. Nothing in this Compact shall be deemed to affect the operation by the Tribe of any Class II gaming as defined in the Indian Gaming Regulatory Act or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribe.

## AMENDED AND RESTATED TRIBAL-STATE GOVERNMENT-TO-GOVERNMENT COMPACT FOR REGULATION OF CLASS in GAMING ON THE WARM SPRINGS RESERVATION April 6, 2005

## SECTION 14. DISCLAIMERS AND WAIVERS.

- A. <u>Gaming at Another Location or Facility</u>. Except as provided in this Compact, the Tribe hereby waives any right it may have under IGRA to negotiate a compact for Class III Gaming at any additional location or facility.
- B. <u>Status of Class II Gaming</u>. Nothing in this Compact shall be deemed to affect the operation by the Tribe of any Class II Gaming or to confer upon the State any jurisdiction over such Class II Gaming conducted by the Tribe.

# AMENDED AND RESTATED TRIBAL-STATE COMPACT FOR REGULATION OF CLASS III GAMING BETWEEN THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION AND THE STATE OF OREGON Final 2008

### SECTION 13. DISCLAIMERS AND WAIVERS.

- A. <u>Gaming at Another Location or Facility.</u> The Tribes hereby waive any right they may have under IGRA to negotiate a Compact for Class III gaming at any different or additional location or facility for a period of five (5) years from the effective date of this Compact, provided, that if any other Oregon Indian tribe operates Class III gaming at more than one location under a Compact with the State, the Tribes shall have the right to request immediate negotiations on the issue, and provided further, that the Tribes shall have the right to negotiate for Class III gaming at another location if some natural occurrence makes the Gaming Facility unusable.
- B. <u>Status of Class II Gaming.</u> Nothing in this Compact shall be deemed to affect the operation by the Tribes of any Class II gaming as defined in the Act or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribes.

## TRIBAL-STATE COMPACT FOR REGULATION OF CLASS III GAMING BETWEEN THE CONFEDERATED TRIBES OF SILETZ INDIANS OF OREGON AND THE STATE OF OREGON 9/03/1999

#### SECTION 13. DISCLAIMERS AND WAIVERS.

- A. <u>Gaming at Another Location or Facility.</u> The Tribe hereby waives any right it may have under IGRA to negotiate a Compact for Class III gaming at any other location or facility for a period of five (5) years from the effective date of this Compact, *provided*, that if any other Oregon Indian tribe operates Class III gaming at more than one location under a Compact with the State, the Tribe shall have the right to request immediate negotiations on the issue, *and provided further*, that the Tribe shall have the right to negotiate for Class III gaming at another location if some natural occurrence makes the Gaming Location unusable for a Gaming Facility.
- B. <u>Status of Class II Gaming.</u> Nothing in this Compact shall be deemed to affect the operation by the Tribe of any Class II gaming as defined in IGRA or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribe.

## AMENDED AND RESTATED TRIBAL-STATE COMPACT FOR REGULATION OF CLASS III GAMING BETWEEN THE KLAMATH TRIBES AND THE STATE OF OREGON 6/27/2002

# SECTION 13. DISCLAIMERS AND WAIVERS

- A. <u>Gaming at Another Location or Facility</u>. Except as provided in this Compact, The Tribes hereby waive any right it may have under IGRA to negotiate a Compact for Class III gaming at any different or additional location or facility for a period of five (5) years from the effective date of this Compact.
- B. <u>Status of Class II Gaming</u>. Nothing in this Compact shall be deemed to affect the operation by the Tribes of any Class II gaming as defined in the Act or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribes.

AMENDED AND RESTATED TRIBAL-STATE COMPACT FOR REGULATION OF CLASS III GAMING BETWEEN THE CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON AND THE STATE OF OREGON March 2006

## SECTION 14. DISCLAIMERS AND WAIVERS.

A. <u>Gaming at Another Location or Facility</u>. The Tribe hereby waives any right it may have under IGRA to negotiate a Compact for Class III gaming at any other location or facility, unless another Tribe that is operating a gaming facility in this State signs a Compact that authorizes that Tribe to operate more than one Class III gaming facility simultaneously, or is otherwise authorized to operate more than one Class III gaming facility simultaneously.

B. <u>Status of Class II Gaming</u>. Nothing in this Compact shall be deemed to affect the operation by the Tribe of any Class II gaming as defined in the Indian Gaming Regulatory Act or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribe.

# TRIBAL-STATE COMPACT BETWEEN THE COW CREEK BAND OF UMPQUA TRIBE OF INDIANS AND THE STATE OF OREGON October 2006

### ARTICLE XIV - DISCLAIMERS AND WAIVERS

A. <u>Gaming at Another Location or Facility</u>. The Tribe hereby waives any right it may have under IGRA to negotiate a Compact for Class III Gaming at any different or additional location or facility, unless another Tribe that is operating a gaming facility in this State signs a Compact that authorizes that Tribe to operate more than one Class III Gaming Facility simultaneously, or is otherwise authorized to operate more than one Class III Gaming Facility simultaneously.

B. <u>Prohibition on Taxation by the State</u>. Nothing in this Compact shall be deemed to authorize the State to impose any tax, fee, charge or assessment upon the Tribe or Tribal Gaming Operation, except as expressly authorized in accordance with this Compact.

#### AMENDED TRIBAL-STATE COMPACT FOR REGULATION OF CLASS III GAMING BETWEEN THE CONFEDERATED TRIBES OF COOS, LOWER UMPQUA AND SIUSLAW INDIANS AND THE STATE OF OREGON 1/6/2003

#### SECTION 13. DISCLAIMERS AND WAIVERS

- A. <u>Gaming at Another Location or Facility.</u> The Tribes hereby waives any right it may have under IGRA to negotiate a Compact for Class III gaming at any different or additional location or facility, unless another tribe that is operating a gaming facility in this State, signs a Compact that authorizes that tribe to operate more than one gaming facility simultaneously, or is otherwise authorized to operate more than one gaming facility simultaneously, or unless a physical calamity occurs that makes operation at the existing location unfeasible.
- B. <u>Status of Class II Gaming</u>. Nothing in this Compact shall be deemed to affect the operation by the Tribes of any Class II gaming as defined in IGRA or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribes.

### AMENDED AND RESTATED TRIBAL-STATE COMPACT FOR REGULATION OF CLASS III GAMING BETWEEN THE BURNS PAIUTE TRIBE AND THE STATE OF OREGON 12/26/2002

### SECTION 13. DISCLAIMERS AND WAIVERS.

- A. <u>Gaming at Another Location or Facility.</u> The Tribe hereby waives any right it may have under IGRA to negotiate a Compact for Class III gaming at any different or additional location or facility for a period of five (5) years from the effective date of this Compact, provided, that if any other Oregon Indian tribe operates Class III gaming at more than one location under a Compact with the State, the Tribe shall have the right to request immediate negotiations on the issue, and provided further, that the Tribe shall have the right to negotiate for Class III gaming at another location if some natural occurrence makes the Gaming Facility unusable. In the event that the State enters a Compact with another tribe in Oregon that authorizes such tribe to operate Class III gaming pursuant to 25 U.S.C. §2719(b)(l)(A), the Tribe shall be authorized to request that the State meet to consider a Compact Amendment proposal by the Burns Paiute Tribe for authorization to develop and operate Class III gaming at an off-reservation site. Nothing in this Compact shall be construed as a limitation on the Governor's discretion to deny such a request, consistent with 25 U.S.C. §2719(b)(1)(A).
- B. <u>Status of Class II Gaming.</u> Nothing in this Compact shall be deemed to affect the operation by the Tribe of any Class II gaming as defined in the Act or to confer upon the State any jurisdiction over such Class II gaming conducted by the Tribe.