

**AGREEMENT OF SETTLEMENT AND COMPROMISE TO RESOLVE THE
SENECA-CAYUGA TRIBE OF OKLAHOMA'S LAND TITLE AND TRESPASS
CLAIMS WITH RESPECT TO LANDS SITUATED IN THE STATE OF NEW YORK**

Subject to the authorization and ratification by an Act of Congress, this Agreement of Compromise and Settlement ("Agreement") is made this 12 day of ~~NOVEMBER~~ 2004 between the Seneca-Cayuga Tribe of Oklahoma ("Tribe") and the State of New York ("State"); sometimes referred to collectively as the "Parties."

RECITALS

WHEREAS, on February 25, 1789, the State and the historic Cayuga Nation of Indians ("CNI" or "Cayugas") entered into a treaty ("1789 Treaty") which provided for the cession of certain Cayuga lands to the State, and set aside an area comprising approximately 64,015 acres for the use of the Cayugas ("Claim Area"); and

WHEREAS, in 1790, Congress enacted the first in a series of Indian Trade and Intercourse Acts (Act of July 22, 1790, ch. 3, 1 Stat. 137) ("ITIA"). The 1790 Act was replaced by the Indian and Trade Act of 1793 (Act of March 1, 1793, ch. 19, 1 Stat. 329) which provided in relevant part, "That no purchase or grant of lands, or any title or claim thereto, from any Indians or nation of Indians, within the bounds of the United States, shall be of any validity in law or equity, unless the same be made by treaty or convention entered into pursuant to the Constitution...." With some modifications, this provision of the ITIA was subsequently reenacted and is today contained in 25 U.S.C. § 177; and

WHEREAS, in 1794, the United States concluded a treaty with the Six Nations of Indians, in which the United States “acknowledged” the area set aside for the use of the Cayugas in the 1789 Treaty as their reservation, Treaty of Canandaigua, 7 Stat. 44, Article II; and

WHEREAS, on July 27, 1795, the State entered into a treaty (“1795 Treaty”) with the Cayugas which provided for the cession of the Cayugas’ interest in the majority of the land in the Claim Area; and

WHEREAS, on May 30, 1807, the State entered into a treaty (“1807 Treaty”) with the Cayugas which provided for a cession of the Cayugas’ interest in the remaining land in the Claim Area; and

WHEREAS, after the 1795 and 1807 Treaties, the State conveyed land within the Claim Area, in large part, to private purchasers through a series of transactions over a number of years; and

WHEREAS, in 1980, the Cayuga Indian Nation of New York (“Nation”) filed two separate actions in the United States District Court for the Northern District of New York, against various state officials and departments, municipalities and a defendant class of persons who asserted an interest in land in the Claim Area alleging that the 1795 and 1807 Treaties violated the ITIA, seeking a declaration of the Nation’s ownership of and right to possess lands in the Claim Area, an award of fair rental value for the approximately 200 years during which they have been out of possession, and other monetary and protective relief. The two actions were later consolidated and the consolidated action was entitled Cayuga Indian Nation of New York v. Pataki, No. 80-CV-930/No. 80-CV-960 (“Land Claim”); and

WHEREAS, in 1981, the District Court granted a motion by the Tribe to intervene as a plaintiff-intervenor in the Land Claim; and

WHEREAS, in 1992, the District Court granted a motion by the United States to intervene as a plaintiff-intervenor in the Land Claim on its own behalf and on behalf of both the Nation and the Tribe; and

WHEREAS, after making certain determinations with respect to liability and remedies, the District Court in the Land Claim ordered that the case proceed against the State first as to damages; and

WHEREAS, a jury rendered a verdict for \$36,911,682.62 in damages and the District Court awarded \$211,000,326.80 in prejudgment interest, and thereafter entered a judgment against the State in the Land Claim in the total amount of \$247,911,999.42; and

WHEREAS, there is currently pending in the United States Court of Appeals for the Second Circuit an appeal from the judgment entered, and certain rulings made by, the District Court in the Land Claim and certain cross-appeals by the Nation and the Tribe; and

WHEREAS, the claims made against the municipal defendants and the defendant class in the Land Claim have not been fully resolved by the District Court and are currently still pending; and

WHEREAS, in 2003, the Tribe commenced an action against the Town of Aurelius, Town of Montezuma, and County of Cayuga, New York now pending in the United States District Court for the Northern District of New York entitled Seneca-Cayuga Tribe of Oklahoma v. Town of Aurelius, et al., No. 03-CV-0690 (“Aurelius”), in which the Tribe asserted various claims with respect to jurisdiction over certain land purchased by the Tribe within the Claim Area, and the Nation and George E. Pataki, as Governor of the State, and Elliot Spitzer, as Attorney General of the State, have intervened as defendants and counterclaim-plaintiffs in such action; and

WHEREAS, the District Court has not issued a final decision on the Tribe's claims in Aurelius; and

WHEREAS, pendency of the Land Claim has resulted in uncertainty about the status of the land in the Claim Area, and economic hardships for the Nation, the Tribe and the residents of the State, including residents of the Counties of Cayuga and Seneca; and

WHEREAS, the Parties believe it is in their mutual best interests to settle the claims asserted by the Tribe in the Land Claim and that all other actions regarding any liability stemming from the purchase of land within the Claim Area by the State or the authority of the Tribe over land acquired in the Claim Area should be dismissed.

NOW THEREFORE, in consideration of the following terms, conditions, and promises, the Parties agree as follows:

TERMS OF AGREEMENT

I. DEFINITIONS

A. For the purposes of this Agreement:

(1) The term "Aboriginal Territory" means the full extent of the area now located within the State of New York over which the Cayugas at any time had or claimed an aboriginal or original right of possession, use or occupation, whether described as aboriginal title, original title, Indian title, or otherwise.

(2) The term "Class II Gaming" means gaming as defined in 25 U.S.C. § 2703(7).

(3) The term "Class III Gaming" means gaming as defined in 25 U.S.C. § 2703(8).

(4) The term "Catskills Property" means a plot, piece, or parcel of land, approved by the Governor that does not exceed one hundred acres, situated, lying and being in the Town of Thompson, County of Sullivan and State of New York.

(5) The term "Net Drop" means money dropped into Slot Machines, after payout but before expenses, and totaled on a cumulative quarterly basis to be adjusted annually at the end of the relevant fiscal year.

(6) The term "Slot Machine" shall be defined as a video facsimile or slot machine which means any mechanical, electrical or other device, contrivance or machine, which upon insertion of a coin, currency, token or similar object therein, or upon payment of any consideration whatsoever, is available to play or operate, the play or operation of which, whether by reason of the skill of the operator or application of the element of chance or both, may deliver or entitle the person playing or operating the machine to receive cash or tokens to be exchanged for cash or to receive any merchandise or thing of value, whether the payoff is made automatically from the machine or in any other manner whatsoever, but shall not include "video lottery gaming devices" as such term is defined in paragraph (8) of this section.

(7) The term "Transfer" means any transaction, including, but not limited to the 1795 and 1807 transactions at issue here, involving, or the purpose of which was to effect, a change in title to or control of any land or natural resource, and any act, event, or circumstance that resulted in a change in title to, possession of, dominion over, or control of, land or natural resources, including any sale, cession, grant, lease, allotment, partition, or conveyance, whether pursuant to a treaty, compact or statutes of a State or otherwise.

(8) The term "Video Lottery Gaming Devices" shall be defined as a network of five or more player terminals, connected to the on-line system, with touch-screen, button-

controlled video screen or other electronic display devices, including but not limited to single or multi-stage displays, secondary electronically-controlled displays such as wheels, dice, or other displays or other such devices operated by the New York Lottery as a result of implementation of Part C of Chapter 383 of the Laws of 2001, as amended.

II. EFFECTIVENESS OF THIS AGREEMENT

A. This Agreement shall not take effect or be binding upon the Parties, and shall not become effective, until all of the following actions have been performed and completed:

(1) the Agreement is approved and duly executed by each of the respective Parties in accordance with and pursuant to requisite authority;

(2) the New York State Legislature enacts and the Governor approves any legislation, consistent with the terms of this Agreement, that may be necessary to implement this settlement or authorize the limited waiver of Eleventh Amendment immunity from suit contained herein (“State Settlement Legislation”);

(3) the United States Congress enacts and the President signs a legislative act which implements and does not alter the essential terms and conditions of the Agreement (“Federal Settlement Legislation”) and provides for:

(a) the authorization and ratification of the Agreement;

(b) the extinguishment of any and all claims the Tribe may have to any land or reservation in the State of New York, or claims the Tribe may have arising from or relating to the transfer of land from the Cayugas, the Nation, the Tribe, or any predecessor thereto, part thereof, or successor thereto to the State, or the occupation, use or possession of any land so transferred, and all

treaty-based, common law, and statutory land claims and rights of the Tribe, or any predecessor thereto, part thereof or successor thereto to all or any portion of the Aboriginal Territory or Claim Area;

(c) a waiver of tribal sovereign immunity for the limited and specific purposes provided for in this Agreement;

(d) jurisdiction of the United States District Court for the Northern District of New York over actions arising under, relating to, or seeking to enforce this Agreement, as provided for in this Agreement and the Federal Settlement Legislation; and

(e) a direction to the Secretary of the Interior ("Secretary") to take the Catskills Property into Trust for the Tribe for the purposes of owning and operating a Class II and Class III gaming facility on such land under the terms and conditions of this Agreement.

(4) the Tribe and the State negotiate and execute a tribal-state gaming compact, as referenced in Section V, below, which compact complies in all respects with the provisions and requirements of the New York State Constitution and New York law, including but not limited to, the requirements of Article 2, Section 12(b) of the Executive Law, New York State Consolidated Laws;

(5) the Tribe passes whatever tribal resolutions are necessary and comply with all other tribal governmental procedures necessary to effectuate the terms and provisions of this Agreement including, but not limited to, the waivers of tribal sovereign immunity made in this

Agreement, and deliver copies of the resolution and all other mandates passed by the Tribe to the State and to the Secretary of the Interior;

(6) the Secretary takes the Catskills Property into trust for the Tribe and approves the gaming compact entered into between the State and the Tribe pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. §§2701-2721, and referenced in Section V, below; and

(7) to secure payment of the indemnity obligation set forth in Section IX below, the Tribe and the State shall negotiate and enter into such agreements as are necessary to create a security interest in favor of the State in assets to be agreed upon by the parties, which assets shall be sufficient to adequately secure such indemnity obligation. Subject to the provisions of Section IX.B., below, the form and content of the security agreement(s) and the nature and identity of the assets in which a security interest will be created shall be acceptable to the State in its sole discretion.

B. This Agreement shall terminate, and the Parties shall have no further obligation to one another, in the event that the actions required under each of subsections A(1), (2), (3), (4), (5), (6) and (7), above, have not been performed and completed by September 1, 2005; provided, however, that such deadline may be extended by the mutual written consent of the Parties.

III. AMENDMENT OF THIS AGREEMENT

A. At any time prior to the enactment of the Federal Settlement Legislation or the State Settlement Legislation, the Parties may agree to amend this Agreement by mutual written consent signed by each and all the Parties.

B. Following the enactment of the Federal Settlement Legislation or the State Settlement Legislation, the Parties may amend this Agreement by mutual written consent signed by each and all the Parties for purposes of making technical corrections only.

IV. MANAGEMENT OF PENDING LITIGATION

A. Promptly following the effective date of this Agreement pursuant to the provisions of Section II of this Agreement, the Parties shall take the following actions regarding the Land Claim:

(1) The Tribe shall voluntarily and completely withdraw its cross-appeals that are pending in the Second Circuit Court of Appeals with prejudice and undertake to perform all steps reasonably necessary to accomplish that withdrawal;

(2) the Tribe shall dismiss with prejudice all claims against the State and related entities and individuals;

(3) the Tribe shall dismiss with prejudice all claims against any person other than the State and related entities and individuals still pending in the District Court; and

B. In the event that a final determination is made in the Land Claim which affirms the Judgment in favor of the Tribe before this Agreement becomes effective, then the Tribe will deliver a Satisfaction of Judgment in a form acceptable to the State, which Satisfaction of Judgment shall become effective if and when this Agreement becomes effective.

C. Promptly following the effective date and pursuant to the provisions of Section II of this Agreement, the Parties shall take the following actions regarding Aurelius:

(1) the Tribe shall move and take all steps reasonably necessary to dismiss with prejudice its claims in Aurelius; provided, however, that following the execution of this Agreement, the Tribe and the State defendants in such action shall jointly move for a stay of the proceeding pending enactment of the Federal Settlement and State Settlement Legislation provided for in Section II of this Agreement; and

(2) the Tribe shall immediately satisfy any and all outstanding real property taxes owed to local taxing authorities in relation to lands held by or on behalf of the Tribe within the Counties of Seneca and Cayuga.

V. OPERATION OF GAMING FACILITIES BY THE TRIBE

A. The State and the Tribe shall negotiate and enter into a mutually satisfactory gaming compact ("Compact"), subject to the review and approval of the Secretary, that will authorize the Tribe to operate a Class III gaming facility at the Catskills Property once the subject land is taken into trust for the benefit of the Tribe by the United States pursuant to the Federal Settlement Legislation. Such Compact:

(1) shall be effective after publication of notice of approval by the Secretary of the Interior of the United States in the Federal Register in accordance with 25 U.S.C. §2710(d)(3)(B), provided that the Compact has first been executed by the Tribe and the Governor of the State of New York or his duly appointed representative, and shall terminate fourteen years following its effective date unless renewed pursuant to paragraph (2) below or terminated pursuant to paragraph (3) below.

(2) shall provide that, unless either the Tribe or State objects in writing delivered to the other no later than one hundred twenty (120) days prior to the expiration of the fourteen (14) year term, the term of the Compact shall be renewed automatically for an additional period of seven (7) years. In the event either the Tribe or State does timely object to the automatic renewal of the term of the compact, the Tribe and State shall meet promptly following the receipt of such written objection and use their best efforts to address the objecting party's concerns through frequent and regular good faith negotiations. In the event the objecting party's concerns cannot be resolved within a period of one hundred twenty (120) days following the commencement of such negotiations, the party may submit only the issue of the other party's good faith in the renewal negotiations to the Party Dispute Resolution provisions set forth in the Compact; provided, however, that during the pendency of dispute resolution, the terms of the Compact shall remain in effect.

(3) may be terminated by the Governor or the Tribe, at their discretion, at any time if any of the following occurs:

- a. The Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.*, is repealed;
- b. The Tribe adopts a resolution revoking Tribal authority to conduct Class III gaming; or
- c. The other party commits a material breach, as determined pursuant to the dispute resolution provisions of the Compact.

To effectuate such elective termination, written notice shall be served upon the Tribe or the State and shall be effective no earlier than three (3) months following the date of service unless an earlier date is required by law.

(4) shall not authorize the operation of Video Lottery Gaming Devices;

(5) shall provide that the Tribe shall not seek authorization to install or operate Video Lottery Gaming Devices;

(6) shall provide that the Tribe and certain other compact authorized Indian nations or tribes shall have Indian exclusivity with respect to the installation and operation of, and no person or entity other than such an Indian nation or tribe shall be permitted to install or operate, Slot Machines within the geographic area defined by Bronx, Delaware, Greene, Kings, New York, Orange, Queens, Richmond, Rockland, Sullivan, Ulster and Westchester counties, subject to the following limitation:

- (a) the Tribe's right to operate and conduct gaming pursuant to the gaming compact shall cease to apply if the Tribe fails to commence, on the Catskills Property:

(i) construction of a permanent gaming facility within six (6) months after the later of the effective date of the gaming compact or the date on which the final state and federal environmental approval is obtained authorizing such construction; or

(ii) Class III gaming activities within a permanent gaming facility on such site within eighteen (18) months after the later of the effective date of the gaming compact or the date on which the final state and federal environmental approval is obtained authorizing construction of the facility.

(b) any prevention, delay or stoppage of the Tribe's ability to meet the deadlines established in subsections (a)(i) and (ii), above, due to acts of God, orders of state or federal courts, enemy or hostile governmental action, war, civil commotion, terrorism, fire or natural disaster shall excuse the performance by the Tribe for a period equal to any such prevention, delay or stoppage.

(7) shall provide that in exchange for the exclusive rights to installation and operation of the Slot Machines granted in this Agreement, the Tribe will agree to contribute to the State a portion of the proceeds from the operation and conduct of Slot Machines for which exclusivity exists, based on the Net Drop of such machines and totaled and paid on a cumulative quarterly basis to be adjusted annually at the end of the relevant fiscal year, in according to the following schedule:

(a) 20% from the first year until the fourth year, with the first year commencing on the date on which the gaming facility established pursuant to the gaming compact begins operation; and

(b) 25% after the fourth year.

B. The State shall fully support the Tribe's efforts to obtain all necessary regulatory approvals for, and to construct, open and operate, such Class III gaming facility.

VI. TAX AGREEMENT BETWEEN THE TRIBE AND THE STATE

The Tribe agrees to collect and remit or require collection and remittance to the State of all State and local taxes in connection with all sales made by all vendors on the Catskills Property of alcoholic beverages, cigarettes, tobacco products, automotive fuels and all other retail tangible personal property and services to non-members of the Tribe.

VII. POSSESSION OF LAND WITHIN THE STATE BY THE TRIBE

A. Except as set forth below, the United States shall not take into trust any land within the State for the Tribe, and the Tribe shall not exercise sovereignty over any property within the State.

B. Notwithstanding the foregoing or the Federal Settlement Legislation regarding ratification of transactions, extinguishment of claims, and reservation diminishment, the Tribe may possess and exercise sovereignty on the parcel of land previously described as the Catskills Property.

C. The Tribe shall not utilize the site where the Class III gaming facility is located for any activity other than those authorized gaming and commercial activities traditionally associated with the operation and conduct of a gaming facility.

D. The Catskills Property shall be subject to federal restrictions against alienation, and shall be Indian Country under 18 U.S.C. § 1151. The Catskills Property shall be exempt from real property taxation or lien or "in lieu of payment" or other assessment by the State or any political subdivision of the State; provided, however, that nothing contained herein shall be interpreted as restricting the Tribe from voluntarily entering onto agreements with political subdivisions of the State to reimburse such subdivisions for the delivery of specific public services on lands held in trust by the United States on behalf of the Tribe.

E. Lands other than the Catskills Property acquired by the Tribe within the State shall be held in fee by the Tribe and shall not be deemed to be Indian Country or subject to a restriction against alienation. By this provision, the Tribe, should it acquire lands within the State other than the Catskills Property, waives any right or interest it may have to hold such lands in reservation, trust or "Indian Country" status, or any status which may preclude State and local taxing authorities from collecting taxes or revenues or otherwise exercising governmental jurisdiction over such lands.

F. The Catskills Property shall be acquired by purchase from willing sellers, gift or transfer. Nothing in this Agreement, the Federal Settlement Legislation, or the State Settlement Legislation shall be construed to authorize or permit the acquisition of land by or for the benefit of the Tribe by or through condemnation proceedings or through the use of the doctrine of eminent domain.

G. Notwithstanding any other provision, neither this Agreement nor its related legislation shall alter the applicability of federal law and regulation (including, but not limited to, 25 U.S.C. §§232 and 233), that would otherwise be applicable to the Catskills Property.

VIII. ADDITIONAL PROVISIONS APPLICABLE TO LAND HELD BY THE TRIBE

A. The Tribe shall negotiate with appropriate local government authorities for the provision of fire, police and other municipal services, and other appropriate local issues related to the Catskills Property on a mutually satisfactory basis.

B. The Tribe shall adopt and enforce building codes for all construction on the Catskills Property which shall be no less stringent than the standards set forth in the International Business Code issued by the International Code Council, the National Electric Code, issued by the National Fire Protection Association, and the International Plumbing Code issued by the

International Code Council and other standards referenced by the International Building Code, as revised from time to time.

C. The Tribe shall comply with all federal and state environmental laws in relation to the Catskills Property, and shall adopt and enforce environmental standards no less stringent, provided that any environmental standards adopted by the Tribe with respect to the Catskills Property shall not affect any rights with respect to the use of or activities on land outside of the land held by the Tribe.

IX. INDEMNIFICATION OF THE STATE BY THE TRIBE

A. The Tribe acknowledges that the Land Claim litigation between the Nation and the State will continue. The Tribe by this agreement extinguishes all claims to any monetary judgment against the State and to any and all claims to share or participate in any monetary judgment ultimately entered against the State.

(1) In the event that the final non-appealable judgment in the Land Claim litigation results in a monetary award against the State, the Tribe will pay to the State within one hundred eighty (180) days following entry of such final judgment, without interest, the sum of \$350,000,000, or the amount of the final judgment award, including post-judgment interest, whatever sum is the less.

(2) In the event of a final settlement of the Land Claim between the State and the Cayuga Indian Nation of New York ("Nation") wherein the State agrees to make monetary payments to the Nation, the Tribe shall reimburse to the State an amount equal to each payment no later than ninety (90) days following such payment by the State to the Nation; provided, however, that the total cumulative amount of reimbursement by the Tribe to the State shall not exceed \$150,000,000.

B. The Parties agree and understand that the Tribe's indemnification obligations under this Section IX shall be satisfied solely from assets located in, and revenues generated in, the State of New York or from funds secured by such New York based assets or revenues, and not from any tribal assets or revenues located and generated outside of the State of New York.

X. MUTUAL RELEASE AND SATISFACTION OF ALL CLAIMS

A. The Parties mutually understand and agree that the benefits to be received under the Agreement, the Federal Settlement Legislation, and the State Settlement Legislation will constitute full and complete satisfaction of any and all claims, demands, actions, causes of action or liability of the Tribe or any predecessor thereto, part thereof, or successor thereto arising from or relating to the transfer of land by the Cayugas, the Nation, the Tribe, or any predecessor thereto, part thereof, successor thereto, or member thereof to the State, or the occupation, use or possession of any land so transferred, and all treaty-based, common law, and statutory land claims and rights of the Tribe, or any predecessor thereto, part thereof, successor thereto, or member thereof to all or any portion of the Aboriginal Territory or Claim Area or to any land or reservation within the State of New York, including, but not limited to, any such claims based on the Treaty of Canandaigua, and the Tribe expressly releases and relinquishes any and all such claims.

B. The release of all claims by the Tribe shall not affect the rights of the Tribe as established in this Agreement, including the rights with respect to the Catskills Property set forth in this Agreement.

XI. JUDICIAL REVIEW

- A. Any action brought by any Party arising from, relating to, or seeking to enforce this Agreement, or any of the terms therein, the Federal Settlement Legislation, or the State Settlement Legislation shall be brought in the United States District Court for the Northern District of New York, and the Parties expressly consent to the jurisdiction and venue in such court over such actions; provided, however, that solely in the event that the United States District Court for the Northern District of New York is without jurisdiction to adjudicate such action, the Parties expressly consent to have such action brought in the courts of the State of New York.
- B. It is further understood and agreed that the Tribe specifically and expressly waives its tribal sovereign immunity from suit and the State specifically and expressly waives its sovereign immunity, including its Eleventh Amendment immunity, from suit with respect to any action in federal court or state court arising from, relating to, or seeking to enforce this Agreement, or any of the terms therein, the Federal Settlement Legislation, or the State Settlement Legislation brought by any of the Parties to the extent necessary to allow any of the Parties to bring any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the Federal Settlement Legislation, or the State Settlement Legislation, including, without limitation, the right to obtain injunctive and/or monetary damages as determined by a court of competent jurisdiction.
- C. The Parties hereby waive the defenses of exhaustion of administrative or tribal remedies with respect to any action in federal court arising from, relating to, or seeking to enforce this Agreement, or any of the terms therein, the Federal Settlement Legislation, or the State Settlement Legislation brought by any of the Parties.

XII. CONTRIBUTION TO THE COUNTIES

The Tribe shall contribute the sum of \$2 million annually to an economic development fund to be established by the State for the benefit of the counties of Seneca and Cayuga, such amount to be shared equally between such counties. Such payments shall commence no later than January 1, 2007 and the Tribe shall make such payments for so long as the Tribe continues operation of the gaming facility referenced in Section V of this Agreement.

XIII. GENERAL PROVISIONS

A. The Parties understand and agree that this Agreement is the result of a compromise among the Parties and shall not at any time or for any purpose be considered as an admission of liability or responsibility, nor shall the payment of money in consideration for the execution of this Agreement constitute or be construed as an admission of any liability whatsoever by any of the Parties.

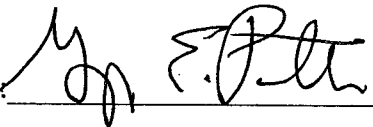
B. Except as otherwise expressly provided in this Agreement, the Federal Settlement Legislation, or the State Settlement Legislation, nothing in this Agreement, Federal Settlement Legislation, or the State Settlement Legislation shall affect the extent to which all laws and regulations of the United States of general applicability to Indians or Indian nations, tribes or bands of Indians shall be applicable to the Tribe.

C. Nothing in this Agreement, the Federal Settlement Legislation, or the State Settlement Legislation shall affect the eligibility of the Tribe or of any of its members for any federal program or the trust responsibility of the United States and its agencies to the Tribe and its members.

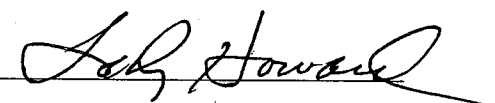
D. This Agreement may be executed and delivered in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. The Parties agree that an executed counterpart of this Agreement transmitted by

facsimile shall be deemed to be an original. Any such counterpart signature page may be attached to the body of this Agreement to form one complete integrated whole.

THE STATE OF NEW YORK

By:  _____

THE SENECA-CAYUGA TRIBE OF OKLAHOMA

By:  _____