1. No Waiver of Sovereign Immunity. Nothing whatsoever in this Agreement constitutes or shall be construed as a waiver of Tribe's sovereign immunity except to the extent Tribe consents to arbitration as provided in Paragraphs 2 and 3 below.

2. Alternate Dispute Resolution. In lieu of the remedies provided for termination for cause provided in Paragraph __ above, the complainant may chose, at its sole option, to resolve the complaint pursuant to these paragraphs 2 and 3. To choose this alternative, the complaining party must send a letter to the other party, certified or return receipt requested, identifying the complaint and the basis for the complaint. The parties shall have at least one face to face meeting within the five (5) business day after receipt of the complaint letter to resolve the dispute in good faith. If direct discussions fail to resolve the dispute with fourteen (14) business days, the parties may proceed to either mediation or binding arbitration in Seattle, Washington. The parties shall use a single mediator or arbitrator mutually agreed upon by the parties within ten (10) business days from the date mediation or arbitration. If no mutually acceptable mediator or arbitrator is found, then by a single mediator or arbitrator selected by Judicial and Mediation Services, Inc, Seattle, Washington office (J.A.M.S.). Any arbitrator selected shall have at least five (5) years of specific legal experience in contract law and a demonstrated knowledge of Indian law and professional standards used in the social services industry. The mediation or arbitration shall proceed using the J.A.M.S. dispute resolution procedures, except the enforcement of any agreement or arbitration award shall be made in a court with competent jurisdiction over the party against whom an award is issued. Each party shall pay for its own attorney's fees during the dispute resolution process. The arbitrator in any arbitration under this paragraph may award attorneys and arbitration services fees to the substantially prevailing party in addition to any relief granted. Contractor shall not be entitled to any interest on any amount found due and owing hereunder, whether before or after judgment, but shall, at most, only be entitled to the amount specified in Paragraph 2 above.

3. Consent to Suquamish Tribal Jurisdiction. The negotiation and execution of this Agreement shall be deemed by the parties to have occurred within the Port Madison Indian Reservation and Contractor hereby acknowledges that Contractor has voluntarily entered into a consensual relationship with Tribe and has voluntarily consented to the jurisdiction

of Tribal Court with regards to all matters related to this Agreement. Tribe provides a limited waiver of its sovereign immunity and consents to the personal jurisdiction of the Suquamish Tribal Court for the purpose of entry of judgment based on any mediation agreement or arbitration award against it awarded in arbitration had in accordance with Paragraph 2 above. Tribal and Federal laws shall govern this Agreement.