National Indian Gaming Commission

SETTLEMENT AGREEMENT

SA-08-01

INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the Citizen Potawatomi Nation (the Nation), a federally recognized Indian tribe, and the Chairman of the National Indian Gaming Commission (NIGC), relating to the matter contained in the NIGC Chairman's Notice of Violation No. NOV-08-01.

RECITALS

1. Whereas, on April 28, 2008, the Chairman issued Notice of Violation No. NOV-08-01 for the Nation's failure to submit an independent audit report within 120 days after the end of the gaming operation's fiscal year.

2. Whereas the Chairman and the Nation desire to achieve an amicable resolution of Notice of Violation No. NOV-08-01.

3. Therefore, the Chairman and the Nation have agreed to execute this Agreement and perform in accordance with the following covenants and conditions:

TERMS OF SETTLEMENT

4. This Agreement is entered into pursuant to 25 C.F.R. § 575.6(b) and shall be effective upon the date that it is signed by the last party to sign this Agreement (Effective Date).

5. The Nation agrees that it was required to submit a timely audit report to the NIGC for FireLake Grand Casino for the fiscal year ended September 30, 2007.

6. The Nation agrees that it submitted the audit report for the FireLake Grand Casino for the fiscal year ended September 30, 2007, in an untimely fashion.

7. The Nation agrees that the failure to submit an annual independent audit report for FireLake Grand Casino in a timely fashion is a violation of IGRA, 25 U.S.C. § 2710(b)(2)(c), NIGC regulations, 25 C.F.R. § 571.13, and Section 25 of the Nation's class III gaming ordinance.
8. The Nation agrees to pay two thousand dollars ($2,000), made payable to the U.S. Treasury and delivered to the NIGC. The entire amount of two thousand dollars ($2,000) shall be due within thirty (30) days of the Effective Date of this agreement.

9. If the Nation fails to comply with this Agreement, the NIGC Chairman reserves the right to issue another NOV, a civil fine, and/or a closure order to resolve the Nation's initial violation and/or breach of this Agreement.

10. The Nation agrees upon execution of this Agreement to waive the right to further review of matters addressed in this Agreement, including all rights to appeal to the full Commission as set forth in 25 C.F.R. Part 577, and judicial review pursuant to 25 U.S.C. § 2714.

ADDITIONAL COVENANTS

11. This Agreement constitutes the entire agreement between the NIGC Chairman and the Tribe relating to the enforcement matter set forth in Notice of Violation No. NOV-08-01. Any modification or waiver of any term of this Agreement must be in writing and signed by both parties.

12. The Nation stipulates that this Agreement shall be deemed to be the subject of a final order of the NIGC under 25 C.F.R. § 575.4(c)(1) and a final agency action pursuant to 25 C.F.R. § 577.9(d).

13. The NIGC Chairman and Nation expressly agree and acknowledge that time is of the essence in this Agreement. The recitals herein shall be binding upon the parties, their agents, heirs, personal representatives, successors and assigns.

14. The parties agree that upon the Effective Date, the Agreement shall be a public document and may be published or disclosed by either party.

15. This Agreement may be executed on one or more counterparts and each shall constitute and original. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purpose of the Agreement.

Citizen Potawatomi Nation

Linda Capps
Vice Chairman

Date: 06/30/08

National Indian Gaming Commission

Phillip N. Hogen, Chairman

Date:_____