National Indian Gaming Commission

SETTLEMENT AGREEMENT

SA-09-16

INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the Crow Creek Tribe ("the Tribe"), a federally-recognized Indian tribe, and the Chairman of the National Indian Gaming Commission ("NIGC Chairman"), relating to the matter contained in the NIGC Chairman's Notice of Violation No. NOV-09-16.

RECITALS

1. Whereas, the Indian Gaming Regulatory Act ("IGRA") authorizes the NIGC Chairman to issue civil fines for violations of the IGRA, NIGC regulations, or tribal regulations, ordinances, or resolutions approved by the NIGC Chairman under 25 U.S.C. Sections 2710, 2712; and 25 U.S.C. § 2713(a)(1).

2. Whereas, under the regulations of the NIGC, 25 C.F.R. § 573.3(a), the Chairman may issue a Notice of Violation ("NOV") to any person for violations of any provision of the IGRA, NIGC regulations, or any provision of a tribal gaming ordinance or resolution approved by the Chairman;

3. Whereas, on April 1, 2009, the NIGC Chairman issued NOV-09-16 for the Tribe's untimely submission of quarterly statements and fees for the 2008 calendar year.

4. Whereas, the Chairman and the Tribe desire to achieve an amicable resolution of Notice of Violation No. NOV-09-16.

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

TERMS OF SETTLEMENT

6. This Agreement is entered into pursuant to 25 C.F.R. Section 577.9(d) and shall be effective upon the date that it is signed by the last party to sign this Agreement ("the Effective Date").

7. The Tribe agrees that it was required to submit timely quarterly statements and fees to the NIGC for Lode Star Casino & Hotel during the 2008 calendar year.

8. The Tribe agrees that it submitted the quarterly statements and fees for Lode Star Casino & Hotel for the 2008 calendar year to the NIGC in an untimely fashion.

9. The Tribe agrees that the failure to submit quarterly statements and fee payments for its gaming operation in a timely fashion is a violation of IGRA, 25 U.S.C. § 2701 *et seq.*, NIGC regulations.

10. The Tribe agrees to pay a civil fine of nine thousand dollars ($9,000).

11. The first two thousand $2,000 of the civil fine is due to the NIGC within thirty (30) days of the effective date of this agreement The check must be made payable to the U.S. Treasury.

12. The NIGC Chairman agrees to forgive seven thousand dollars ($7,000) of the civil fine in the following increments if the Tribe submits timely quarterly fees and statements by the requisite regulatory deadlines:

    - $1,000 forgiven if a quarterly statement and fee payment for the Lode Star Casino & Hotel is received by the NIGC by the regulatory due date of June 30, 2009;

    - $2,000 forgiven if a quarterly statement and fee payment for the Lode Star Casino & Hotel is received by the NIGC by the regulatory due date of September 30, 2009;

    - $2,000 forgiven if a quarterly statement and fee payment for the Lode Star Casino & Hotel is received by the NIGC by the regulatory due date of December 31, 2009;

    - $2,000 forgiven a quarterly statement and fee payment for the Lode Star Casino & Hotel is received by the NIGC by the regulatory due date of March 31, 2010.

13. The Tribe agrees that if it misses any of the regulatory deadlines for the submission of quarterly statements or fee payments outlined in paragraph 12, the balance of the nine thousand dollar ($9,000) fine will become payable to the U.S.

Treasury and delivered to the NIGC within thirty (30) days of the missed deadline.

14. The Tribe agrees to place five thousand dollars ($5,000) in a training fund for the purposes of training its tribal Gaming Commission and to comply with paragraphs 18 through 23 of this agreement to that end.

15. The Tribe agrees that if it fails to comply with this Agreement, a civil fine of fifteen thousand dollars ($15,000) will become fully due and payable on the date of the breach, offset by any civil fine that the Tribe may have paid pursuant to this Agreement. In such circumstance, the NIGC will issue a written notice to Tribe pursuant to NIGC debt collection regulations. 25 C.F.R. part 513. Tribe further agrees that the NIGC and/or the U.S. Treasury may proceed against the Tribe to collect the debt of the fifteen thousand dollar ($15,000) civil fine, less any amounts already paid, and may assess interest, penalties, and/or administrative costs from the date of the breach of this Agreement as provided in 25 C.F.R. § 513.5. In such circumstance, Tribe agrees to waive any rights to an oral hearing under 25 C.F.R. § 513.6, but the NIGC shall provide the Tribe with a reasonable opportunity to submit written material to support a request to reconsider the determination that the Tribe is in breach of this Agreement or to challenge the method by which the NIGC calculated the debt.

16. The Tribe 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. Sections 577 *et seq*. and judicial review pursuant to 25 U.S.C. Section 2714.

USE OF TRAINING FUND

17. As set forth in paragraph 14 of this Agreement, the Tribe agrees to place five thousand dollars ($5,000) in a fund and to submit documentation of its creation to NIGC within thirty (30) days of the effective date of this agreement.

18. The Tribe agrees that the fund created through this Agreement will be restricted to use <u>only</u> for training regulators or employees of the Lode Star Casino.

19. The Tribe agrees to spend all the monies in the fund by December 31, 2009.

20. The Tribe agrees that it will develop a training plan to use all the monies in the fund and that it will submit the plan to NIGC by June 12, 2009.

21. The Tribe agrees to submit documentation for each dollar spent on training, up to five thousand dollars ($5,000) as set forth of paragraph 14 of this Agreement, to the NIGC within fourteen (14) days of incurring the expense, and that if it does

not submit proper documentation to NIGC, it may not use monies from the training fund to pay the expense.

22. The Tribe agrees that all training paid for with monies from this fund must be completed no later than December 31, 2009.

23. The Tribe further agrees that it will properly spend and submit appropriate documentation to NIGC for all training fund dollars by December 31, 2009, as set forth in paragraphs 18, 19, 20, and 21 of this Agreement.

ADDITIONAL COVENANTS

24. This Agreement constitutes the entire agreement between the NIGC Chairman and the Tribe relating to the enforcement matter set forth at the beginning of this Agreement. Any modification or waiver of any term of this Agreement must be in writing and signed by both parties.

25. The Tribe 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).

26. The NIGC Chairman and the Tribe 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.

27. The parties agree that after the effective date, this Agreement shall be a public document and may be published or disclosed by either party.

28. This Agreement may be executed on one or more counterparts and each shall constitute an 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.

Crow Creek Tribe

Brandon Sazue, Sr., Chairman

Date: 4-29-09

National Indian Gaming Commission

Philip N. Hogen, Chairman

Date: 4/29/09