National Indian Gaming Commission

SETTLEMENT AGREEMENT

INTRODUCTION

This Settlement Agreement ("Agreement") is entered into by and between Ray K. Eder, Chairman of the Assiniboine & Sioux Tribes of the Fort Peck Reservation, a federally-recognized Indian tribe ("Tribe") and Philip N. Hogen, the Chairman of the National Indian Gaming Commission ("Chairman") relating to the matters contained in Notice of Violation No. NOV-05-08.

RECITALS

Whereas, the Tribe has conducted gaming on Indian lands at the following facilities since the following approximate dates: T.J.'s Quikstop, April 1993; Git-N-Go, November, 1994; Tribal Casino Express, April, 1993; Dad's Bar, April 2002; and Silverwolf Casino, April 1993.

Whereas, the Chairman and the Tribe desire to resolve issues related to Notice of Violation No. NOV-05-08.

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

1. This Agreement is entered into pursuant to 25 C.F.R. § 575.6 (b) and shall be effective upon the signature of all parties.

2. The Tribe agrees that it was required to submit timely quarterly statements and fee payments for T.J.'s Quikstop, Git-N-Go, B&S Laundry, Tribal Casino Express, Dad's Bar, and Silverwolf Casino for the quarters ending March 31, June 30, September 30, and December 31, 2004.

3. The Tribe agrees that it submitted the quarterly statements for T.J.'s Quikstop, Git-N-Go, B&S Laundry, Tribal Casino Express, Dad's Bar, and Silverwolf Casino for the quarters ending March 31, June 30, September 30, and December 31, 2004, to the NIGC in an untimely fashion.

4. The Tribe acknowledges that the failure to submit quarterly statements in a timely fashion is a violation of NIGC regulations.

5. The Tribe agrees to submit separate quarterly statements for each of its gaming operations in the future.

6. The Tribe agrees to pay a fine in the amount of <u>One Thousand dollars</u> ($1,000). Five Hundred dollars ($500) of the fine will be paid on or before June 30, 2005. The remaining Five Hundred dollars ($500) will be suspended pending the timely submission of the quarterly statement and fee payment, if required, for the quarter ending June 30, 2005. Upon timely submission of the quarterly statements and fee payments, if required, for T.J.'s Quikstop, Git-N-Go, B&S Laundry, Tribal Casino Express, Dad's Bar, and Silverwolf Casino for the quarter ending June 30, 2005, the Chairman will forgive the suspended Five Hundred dollar ($500) fine.

If the Tribe fails to submit quarterly statements and fee payments for T.J.'s Quikstop, Git-N-Go, B&S Laundry, Tribal Casino Express, Dad's Bar, and Silverwolf Casino by June 30, 2005, the remaining Five Hundred dollars ($500) of the fine will be paid on or before August 30, 2005.

7. The Chairman agrees upon execution of this Agreement to waive the right to impose any further civil fine for Notice of Violation No. NOV-05-08 against the Tribe, unless the Tribe fails to comply with this Agreement. If the Tribe fails to comply with this Agreement, the Chairman reserves the right to initiate an enforcement action against T.J.'s Quikstop, Git-N-Go, B&S Laundry, Tribal Casino Express, Dad's Bar, and Silverwolf Casino as outlined under 25 C.F.R. § 573.6.

8. The Tribe agrees upon execution of this Agreement to waive its right, if any, to further review of Notice of Violation No. NOV-05-08, including all rights to appeal to the full Commission as outlined in 25 C.F.R. § 577 *et seq.* and judicial review pursuant to 25 U.S.C. § 2714.

9. Subsequent to the parties' acceptance of this Agreement, the civil fine assessment set forth herein will become a Final Assessment Order of the Commission.

ADDITIONAL COVENANTS

1. This Agreement constitutes the entire agreement between the Chairman and the Tribe and supersedes all prior verbal or written agreements and understandings between the parties related to the subject matter hereof. No warranties, representations, covenants, or agreements shall be binding upon any party except as set forth herein. Any modification or waiver of any term of this Agreement,

Received 05-24-05 12:41 From-4067685478 To-2026327066 Page 005

including the modification or waiver of term, must be in writing and signed by both parties.

2. The Tribe stipulates that the Notice of Violation shall be deemed a final order of the Commission and a final agency action pursuant to 25 C.F.R. § 577.9(d).

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

4. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purpose of the Agreement.

Assiniboine & Sioux Tribes of the Fort Peck Reservation

By: _____
Ray K. Eder
Chairman

5-23-05
Date

National Indian Gaming Commission

By: _____
Philip N. Hogen
Chairman

5/27/05
Date