National Indian Gaming Commission

SETTLEMENT AGREEMENT

SA-09-22

INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the Turtle Mountain 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-09-22.

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 13, 2009, the NIGC Chairman issued NOV-09-22 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-09-22.

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 the Sky Dancer Casino during the 2008 calendar year.

8. The Tribe agrees that it submitted the quarterly statements and fees for the Sky Dancer Casino 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 NIGC regulations.

10. The Tribe agrees to pay a civil fine of three-thousand dollars ($3,000).

11. One thousand five hundred dollars ($1,500) 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 one thousand five hundred dollars ($1,500) of the civil fine if the NIGC receives quarterly statements and fee payments for the Sky Dancer Casino by the regulatory due dates of June 30, 2009; September 30, 2009; and December 31, 2009.

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, one thousand five hundred dollars ($1,500) fine will become payable to the U.S. Treasury and delivered to the NIGC within thirty (30) days of the missed deadline. In such circumstance, the NIGC will issue a written notice to the 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 one thousand five hundred dollar ($1,500) civil fine 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.

14. 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.

ADDITIONAL COVENANTS

15. 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.

16. 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).

17. 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.

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

19. 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.

Turtle Mountain Tribe

Richard Marcellais

Richard Marcellais, Chairman

Date: 5/15/09

National Indian Gaming Commission

Philip N. Hogen, Chairman

Date: 6/1/09