National Indian Gaming Commission

SETTLEMENT AGREEMENT # SA-09-38

INTRODUCTION

This Settlement Agreement # SA-09-38 ("Agreement") is entered into by and between the Nooksack Indian Tribe ("Tribe"), a federally recognized Indian tribe, and the Chairman of the National Indian Gaming Commission ("NIGC"), relating to the matters contained in the NIGC Chairman's Notice of Violation # NOV-09-38.

RECITALS

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

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

3. Whereas, on September 30, 2009, the NIGC Chairman issued NOV-09-38 for the Tribe's failure to submit timely quarterly statements and fees to the NIGC as follows:

   (i) for quarter ending March 31, 2009, received by the NIGC on June 3, 2009, 64 days late; and

   (ii) for quarter ending June 30, 2009, received by the NIGC on August 3, 2009, 34 days late.

4. Whereas, the NIGC Chairman and the Tribe desire to achieve an amicable resolution of NOV-09-38;

TERMS OF SETTLEMENT

5. 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").

6. The Tribe agrees that, by law, it was required to submit timely quarterly statements and fees to the NIGC for the Nooksack River Casino and the Nooksack Northwood Casino during the 2009 calendar year, and the Tribe agrees that it submitted the first two 2009 quarterly statements and fees in an untimely fashion.

7. The Tribe agrees that its failure to submit the first two 2009 quarterly statements and fee payments for its gaming operations in a timely fashion is a violation of NIGC regulations.

8. The Tribe agrees to pay a settlement fine of seven thousand five hundred dollars ($7,500) for the matters set forth in NOV-09-38.

9. The first two thousand five hundred dollars ($2,500) of the settlement fine is due and must be received by the NIGC within thirty (30) calendar days of the effective date of this Agreement. The check must be made payable to the "U.S. Treasury."

10. The NIGC Chairman agrees to forgive five thousand dollars ($5,000) of the settlement fine in the following increments if the Tribe submits timely fees and statements by the requisite deadlines below:

    (i) $2,500 will be forgiven if the 2009 quarterly statements and fee payments for Nooksack River Casino and the Nooksack Northwood Casino are received by the NIGC by the regulatory due date of December 31, 2009; and

    (ii) $2,500 will be forgiven if the 2010 biannual statements and fee payments for Nooksack River Casino and the Nooksack Northwood Casino are postmarked by the regulatory due date of March 1, 2010.

11. The Tribe agrees that if it fails to comply with this Agreement, a civil fine of ten thousand dollars ($10,000) 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 a circumstance, the NIGC will issue a written notice to Tribe pursuant to NIGC debt collection regulations at 25 C.F.R. part 513. The Tribe further agrees that the NIGC and/or the U.S. Treasury may proceed against the Tribe to collect the debt of the ten thousand dollar ($10,000) 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, the 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.

12. 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. part 577, and judicial review pursuant to 25 U.S.C. § 2714.

ADDITIONAL COVENANTS

13. This Agreement constitutes the entire agreement between the NIGC 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.

14. 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).

15. 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.

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

17. 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.

Nooksack Indian Tribe

Narcisco Cunanan, Chairman

Date: 10-16-09

National Indian Gaming Commission

George Skibine, Acting Chairman

Date: 10-23-09