

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and among the Powhatan Renape Nation ("Tribe") and Gurbir S. Grewal, Attorney General of New Jersey, in his official capacity ("Attorney General") (together, the "Parties") through their authorized representatives.

### TERMS AND CONDITIONS

1. The Attorney General acknowledges and agrees that New Jersey has officially and formally recognized the Tribe as an American Indian Tribe since 1980. New Jersey officially recognized the Tribe through multiple valid processes sufficient under the federal standards to bestow federal benefits upon the Tribe as a formally state-recognized American Indian Tribe, including a concurrent legislative resolution, state statutes granting the Tribe certain rights and privileges with the force of law, state official communications, and treatment as state recognized by state agencies in the normal course of business.

2. For the purposes of this Agreement, "American Indian Tribe" is defined as an organization of American Indians of related tribal heritage, having been united in a community under one leadership or government, with the power to negotiate with other governments, and inhabiting a particular territory

3. The Attorney General agrees that New Jersey intends such recognition to qualify the Tribe for all federal and state benefits, services, and privileges for which state-recognized tribes are eligible, including, for example, all privileges provided by the Indian Arts and Crafts Act of 1990.

4. It is the Attorney General's position that this acknowledgement of official recognition is not intended to provide the Tribe with sovereign immunity or in any way exempt or immunize the Tribe from any federal, state or local laws, regulations or ordinances including, but not limited to, criminal, civil, tax, land use or zoning, or motor vehicle laws.

5. It is the position of the Tribe that only Congress has the power to limit Indian tribal immunity. Nothing in this Agreement constitutes waiver of the Tribe's inherent sovereign immunity or right to assert the same before any court.

6. The Attorney General hereby revokes any prior communications sent by him, his predecessors, agents, and employees, denying that New Jersey has recognized the Tribe.

7. The Attorney General, his successors, officers, agents, representatives, and employees will not deny that the Tribe has been recognized as an American Indian tribe by the State of New Jersey.

8. The Attorney General, in cooperation with the Tribe, will, within thirty (30) days of the Effective Date (defined below) of this Agreement, communicate to all relevant federal and

state agencies, as identified by the Tribe, the recognition status of the Tribe, as described in Paragraph 1 of this Agreement, and utilizing the language set forth in Exhibit A hereto.

9. Upon the Attorney General's receipt of inquiries from any source regarding the recognition status of the Tribe, the Attorney General will respond with a letter as forth in Exhibit A, and, if necessary, will consult and coordinate with the Tribe and with the members of the New Jersey Commission on American Indian Affairs ("Commission"), and will copy the Commission and the Tribe on all related correspondence.

10. The Tribe assumes all risk that federal agencies will reject the substance of this Agreement as sufficient to restore the Tribe's eligibility for federal benefits or services.

11. The Parties acknowledge that the acceptance by the federal government of states' use of concurrent legislative resolutions to officially and formally recognize tribes does not affect limitations that may be placed by New Jersey on the use of concurrent legislative resolutions for purposes other than tribal recognition.

12. The Parties agree that State recognition does not provide the Tribe with federal casino gaming rights. The Tribe agrees to make no claim in any forum that State recognition entitles the Tribe to federal rights to conduct gaming in New Jersey.

13. The Tribe disclaims any interest in casino gaming rights.

14. Nothing in this Agreement shall constitute an admission of liability, duty, or wrongdoing by any party or an admission that any other statute, law, or any policy, practice, or procedure of the State of New Jersey, the Office of the Attorney General, its officers, officials, employees, agents, or servants, at any time or in any way violated federal, New Jersey, or any other law. The Attorney General waives no defense and concedes no position that he has taken in any litigation on related issues.

15. No term or condition of this Agreement shall be construed to modify any term or condition of any prior settlement agreement in which the Attorney General reaffirmed the official recognition of another tribe.

16. Should any party seek to enforce or pursue remedies for breach of this Agreement, the parties agree to submit such claims to the jurisdiction of the New Jersey Superior Court, Mercer County.

17. If any provision of this Agreement or the application thereof to any person or circumstance, to any extent, is held to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

18. Other than any action or proceeding necessary to enforce the terms of this Agreement, as described in Paragraph 16 above, the Tribe covenants not to sue the Attorney

General for any cause of action arising out of, or relating to, the recognition status of the Tribe, as described in Paragraph 1 of this Agreement.

19. As of the Effective Date, the Tribe hereby completely releases, acquits, and forever discharges the Attorney General, the State, including all State departments, agencies, divisions, and offices, and all of their respective agents, directors, officers, employees, subsidiaries, assigns, and successors, from any and all claims or liability that were or could have been asserted in any state or federal lawsuit, relating to the Tribe's recognition status and the alleged rescinding thereof, other than for violation of the terms of this Agreement or to enforce the terms of a court order.

20. In the event of an action or proceeding to enforce the terms of this Agreement, as set forth in Paragraph 16, the prevailing party in that action shall have the right to seek from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

21. The Parties acknowledge that in executing this Agreement, they have carefully reviewed and had the opportunity to review the terms of this Agreement, with counsel of their choice and are fully aware of the extent of their rights and obligations. The Parties further agree that the language of this Agreement shall not be construed presumptively against any of the Parties to this Agreement.

22. The Parties hereby waive all rights to appeal or challenge the validity of this Agreement, except that the Parties do not waive their right to bring a legal action to enforce compliance with the terms herein or to enforce the terms of a court's order.

23. This Agreement represents the entire integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be modified by written agreement signed by the Parties.

24. This Agreement shall be governed and interpreted under the laws of the State of New Jersey, without regard to conflict-of-laws principles.

25. This Agreement applies to, and is binding upon, the Parties, and their respective agents, directors, officers, employees, subsidiaries, assigns, and successors.

26. Each undersigned representative of the Parties to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement, and to execute and legally bind each such Party to this Agreement.

27. This Agreement may be signed and dated in any number of counterparts, each of which shall be an original, and such counterparts shall together be one and the same Agreement.

28. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date").

**THE TRIBE**

Roy E. Bundy  
THE POWHATAN RENAPE-NATION

By: Rev. Roy E. Bundy, in his official  
capacity for the Tribe

Dated: March 14, 2019

**THE ATTORNEY GENERAL**

Stuart M. Feinblatt  
THE ATTORNEY GENERAL GURBIR S.  
GREWAL, ATTORNEY GENERAL OF  
NEW JERSEY, IN HIS OFFICIAL  
CAPACITY

By: Stuart M. Feinblatt  
Assistant Attorney General of New Jersey

Dated: March 18, 2019

**EXHIBIT A**

**Body Text of Letters to be Sent to Relevant Federal and State Agencies**

**[On NJ Attorney General Letterhead]**

Please be advised that the State of New Jersey has officially and formally recognized the Powhatan Renape Nation as an American Indian Tribe since 1980.

New Jersey officially recognized the Tribe through multiple valid processes sufficient under the federal standards to bestow federal benefits upon the Tribe as a formally state-recognized American Indian Tribe, including a concurrent legislative resolution, state statutes granting the Tribe certain rights and privileges with the force of law, state official communications, and treatment as state recognized by state agencies in the normal course of business.

For the purposes of this letter, "American Indian Tribe" is defined as an organization of American Indians of related tribal heritage, having been united in a community under one leadership or government, with the power to negotiate with other governments, and inhabiting a particular territory.

New Jersey intends such recognition to qualify the Tribe for all federal and state benefits, services, and privileges for which state-recognized tribes are eligible, including all privileges provided by the Indian Arts and Crafts Act of 1990.

The New Jersey Office of the Attorney General has revoked any prior communications sent by this office, including predecessors in this office, agents, and employees, denying that New Jersey has recognized the Tribe.

/Signed/  
Gurbir S. Grewal  
Attorney General of New Jersey