

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:

Case No. 08-53104

GREEKTOWN HOLDINGS, L.L.C., et al.,¹

In Proceedings Under Chapter 11
Jointly Administered

Debtors.

Honorable Walter Shapero

GREEKTOWN CASINO, L.L.C.

Plaintiff,

v.

Adv. Pro. No. 10-_____

SAULT STE. MARIE TRIBE OF CHIPPEWA
INDIANS

Defendant.

**COMPLAINT TO: (I) AVOID AND RECOVER TRANSFERS
UNDER 11 U.S.C. §544, §547, §548 AND §550 AND
(II) DISALLOW CLAIMS UNDER 11 U.S.C. §502(d)**

Greektown Casino, LLC ("Plaintiff") files this Complaint To: (I) Avoid and Recover Transfers Under 11 U.S.C. §544, §547, §548 and §550 and (II) Disallow Claims Under 11 U.S.C. §502(d) (the "Complaint"), and says:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334.
2. This is a core proceeding under 28 U.S.C. § 157(b)(2)(F), (H) and (O).

¹ The Debtors' bankruptcy cases - Greektown Casino, L.L.C. Case No. 08-53106; Kewadin Greektown Casino, L.L.C., Case No. 08-53105; Monroe Partners, L.L.C. Case No. 08-53107; Greektown Holdings II, Inc., Case No. 08-53108; Contract Builders Corporation, Case No. 08-53110; Realty Equity Company Inc., Case No. 08-53112; and Trappers GC Partner, LLC, Case No. 08-53111 - are jointly administered with Greektown Holdings, L.L.C., Case No. 08-53104 (together the "Cases").



3. Venue is proper in this District and before this Court under 28 U.S.C. § 1409(a) because this adversary proceeding arises under a case under 11 U.S.C. §101, *et seq.* (the “Bankruptcy Code”).

4. This adversary proceeding is being brought under Rule 7001 *et seq.* of the Federal Rules of Bankruptcy Procedure and §§502(d), 544, 547, 548 and 550 of the Bankruptcy Code.

II. BACKGROUND AND PARTIES

5. On May 29, 2008 (the “Petition Date”), the Debtors, including Plaintiff, commenced cases under Chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their assets as Debtors-in-Possession. An official committee of creditors holding unsecured claims (the “Committee”) was formed by the office of the U.S. Trustee under §1102 of the Bankruptcy Code on June 6, 2008.

6. On June 27, 2008, the Debtors, including Plaintiff, filed their schedules of assets and liabilities and their statements of financial affairs, as such schedules or statements have been or may be further modified, amended, or supplemented from time to time in accordance with Bankruptcy Rule 1009 or orders of the Bankruptcy Court (the “Schedules”).

7. The Schedules were prepared based upon Debtors’ books and records.

8. The Schedules show that, on the Petition Date, Plaintiff’s liabilities exceeded the value of its assets.

9. On January 22, 2010, the Court entered its order [Docket No. 2046] (the “Order Confirming Plan”) confirming the Second Amended Joint Plans of Reorganization for the Debtors Proposed by Noteholder Plan Proponents Including the Official Committee of Unsecured Creditors and Indenture Trustee [Docket No. 1907] (the “Plan”).

10. Prior to the effective date of the Plan, which shall occur on or before June 30, 2010 unless such date is extended under the terms of the Plan (the “Effective Date”), the Debtors

have standing to pursue all causes of action arising under §§544 through 550 of the Bankruptcy Code (“Avoidance Actions”). In accordance with sections 4.12 and 4.19 of the Plan, upon the Effective Date all Avoidance Actions shall vest with the Litigation Trust to be used solely in the Claims reconciliation process for Claims reduction, setoff or defensive purposes.

11. As listed on Exhibits A and B attached hereto, prior to the Petition Date, the Plaintiff made certain transfers to the Defendant (each a “Transfer” and, together, the “Transfers”).

12. The date each such Transfer was made shall be referred to as the “Transfer Date”.

13. During the course of this proceeding, Plaintiff may learn (through discovery or otherwise) of additional Transfers made to Defendant. Plaintiff seeks to adjudicate its rights under §§544 through 550 of the Bankruptcy Code as to all such Transfers.

III. THE AVOIDABLE PREFERENTIAL TRANSFERS

14. On or within one (1) year preceding the Petition Date (the “Preference Period”), Plaintiff made one or more Transfers of money to Defendant (the “Preference Transfers”).

15. The date each such Preference Transfer was made shall be referred to as the “Preference Transfer Date”.

A. The Preference Transfers Occurred on or Within 1 Year of the Petition Date

16. Plaintiff made the Preference Transfers to Defendant during the Preference Period.

B. Defendant Was A Creditor and The Preference Transfers Were Made On Account of an Antecedent Debt

17. Prior to the Petition Date, Plaintiff and Defendant were parties to a management agreement dated January 2001 (the “Management Agreement”).

18. Prior to the Preference Transfer Date, Plaintiff was indebted to Defendant pursuant to the terms of the Management Agreement (the “Indebtedness”).

19. According to Plaintiff’s books and records, the Preference Transfers were made in payment or satisfaction of the Indebtedness.

C. Plaintiff’s Interest in Property Was Transferred

20. The property that was transferred to Defendant was money that was owned by Plaintiff. The money transferred to Defendant came out of Plaintiff’s bank account.

D. The Preference Transfers Were Made While Plaintiff Was Insolvent

21. The Schedules show that, on the Petition Date, Plaintiff’s liabilities exceeded the value of its assets. Upon information and belief, Plaintiff was insolvent during the Preference Period.

E. The Transfers Enabled Defendant to Receive More Than It Would Have Received In a Chapter 7

22. As demonstrated by the Debtors’ Schedules, the amount of Plaintiff’s liabilities exceeded the value of its assets on the Petition Date. Because Plaintiff’s liabilities exceeded its assets, creditors would receive less than a 100% dividend in a Chapter 7.

23. Accordingly, the Preference Transfers enabled Defendant to receive more than it would have received if the Preference Transfers had not been made, and Defendant received payment to the extent provided by the provisions of Chapter 7 of the Bankruptcy Code.

F. The Defendant Was an Insider at the Time of the Transfers

24. Greektown Holdings, L.L.C. (“Holdings”), a holding company, owns 100% of Plaintiff’s membership interests. Holdings’ membership interests, in turn, are owned 50% by

Monroe Partners, L.L.C. ("Monroe"), a holding company, and 50% by Kewadin Greektown Casino, L.L.C. ("Kewadin"). Kewadin also owns 97.1875% of Monroe's membership interests.

25. Kewadin is wholly owned by the Kewadin Casinos Gaming Authority, a tribal instrumentality wholly owned by the Defendant. The Defendant established the Kewadin Casinos Gaming Authority to oversee its gaming operations.

26. The Defendant is an affiliate of the Plaintiff as defined in 11 U.S.C. §101(2).

27. The Defendant is an insider of the Plaintiff within the meaning of 11 U.S.C. §101 (31).

IV. THE AVOIDABLE FRAUDULENT TRANSFERS

28. On or within six years preceding the Petition Date (the "Fraudulent Transfer Period"), Plaintiff made Transfers of money to Defendant (the "Fraudulent Transfers").

29. The date each such Fraudulent Transfer was made shall be referred to as the "Fraudulent Transfer Date".

30. Defendant was either the initial transferee or a subsequent transferee of the Fraudulent Transfers.

A. The Fraudulent Transfers Occurred on or Within Six Years of the Petition Date

31. As demonstrated by the attached Exhibits A and B, which provide the date that each Fraudulent Transfer occurred, Plaintiff made the Fraudulent Transfers to Defendant during the Fraudulent Transfer Period.

B. The Fraudulent Transfers Were Made While Plaintiff Was Insolvent

32. Upon information and belief, Plaintiff was insolvent as of the Fraudulent Transfer Dates.

C. **The Plaintiff Did Not Receive Reasonably Equivalent Value for the Fraudulent Transfers**

33. As identified by Exhibit B, certain of the Fraudulent Transfers, *i.e.* transfers of \$5,000,000 and \$1,250,000, were paid as distributions to the Defendant on account of the Defendant's direct or indirect equity interests in the Plaintiff. These payments were not payments for any goods, services, or other value received, but were rather distributions on account of equity interests at a time when the Plaintiff, upon information and belief, was insolvent, and therefore Plaintiff received no value on account of those transfers.

34. As identified by Exhibits A and B, certain other Fraudulent Transfers were made to the Defendant during the Fraudulent Transfer Period. Certain of those Fraudulent Transfers were made on account of the Management Agreement. Upon information and belief, Plaintiff's existing officers and employees provided sufficient management services to the Plaintiff such that the services, if any, provided under the Management Agreement did not provide the Plaintiff with any necessary or required management services, and consequently Plaintiff did not receive reasonably equivalent value in exchange for the Fraudulent Transfers paid on account of the Management Agreement.

35. Certain other of those Fraudulent Transfers were paid on account of various fees, charges, and accounts asserted against the Plaintiff by the Defendant for goods or services that the Plaintiff did not receive. Plaintiff did not receive reasonably equivalent value in exchange for those Fraudulent Transfers, including because Plaintiff was not indebted to Defendant in the amounts of those Fraudulent Transfers.

COUNT I
AVOIDANCE AND RECOVERY OF AVOIDABLE
PREFERENCES UNDER §§547(b) AND 550 OF THE BANKRUPTCY CODE

36. Plaintiff incorporates each of the foregoing paragraphs of this Complaint as if fully set forth herein.

37. Under §547(b) of the Bankruptcy Code, Plaintiff may avoid any transfer of any interest of the Debtors in property—

- A. to or for the benefit of a creditor;
- B. for or on account of antecedent debt owed by the debtor before such transfer was made;
- C. made while the debtor was insolvent;
- D. made—
 - A. on or within 90 days before the filing of the petition; or
 - B. between ninety days and one year before the date of the filing of the petition, if such creditor at the time of such transfer was an insider; and
- E. that enables such creditor to receive more than such creditor would receive if—
 - A. the case were a case under chapter 7 of this title;
 - B. the transfer had not been made; and
 - C. such creditor received payment of such debt to the extent provided by the provisions of this title.

38. The Preference Transfers are payments and other transfers of funds out of Plaintiff's bank account, which funds belonged to Plaintiff prior to the Preference Transfers.

39. As demonstrated by the attached Exhibit A, the Preference Transfers were made within ninety (90) days prior to the Petition Date.

40. At the time of the Preference Transfers, Defendant was a creditor of Plaintiff.

41. The Preference Transfers were made on account of antecedent debt incurred by Plaintiff pursuant to the Management Agreement.

42. Prior to the Preference Transfers, the amount of Plaintiff's antecedent debt equaled or exceeded the amount of each Preference Transfer.

43. Upon information and belief, during the Preference Period, Plaintiff was insolvent.

44. Each of the Preference Transfers was made during the Preference Period.

45. The Preference Transfers enabled Defendant to receive more than it would have received if the Preference Transfers had not been made, and Defendant received payment to the extent provided by the provisions of Chapter 7 of the Bankruptcy Code.

46. Defendant was the initial transferee of the Preference Transfers.

47. Under Bankruptcy Code §§547(b) and 550(a), Plaintiff is entitled to (a) avoid the Preference Transfers made to Defendant, and (b) recover the Preference Transfers.

48. Since the Preference Transfer Date, interest on the Preference Transfers has accrued and continues to accrue.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment in its favor and against Defendant in the full amount of the Transfers plus costs, interest and attorneys' fees.

COUNT II

AVOIDANCE AND RECOVERY OF AVOIDABLE FRAUDULENT TRANSFERS UNDER §§548 AND 550 OF THE BANKRUPTCY CODE

49. Plaintiff incorporates each of the foregoing paragraphs of this Complaint as if fully set forth herein.

50. Under §548(a)(1) of the Bankruptcy Code, Plaintiff may avoid any transfer of any interest of any of the Debtors in property that was made on or within two (2) years before the filing of the petition if (a) the Debtor received less than a reasonably equivalent value in exchange for such transfer, and (b) the Debtor was insolvent on the date that such transfer was made, or became insolvent as result of such transfer or obligation.

51. As demonstrated by the attached Exhibits A and B, certain of the Fraudulent Transfers were made within two (2) years prior to the Petition Date.

52. Such Fraudulent Transfers were payments and other transfers of funds out of Plaintiff's bank account, which funds belonged to Plaintiff prior to such Fraudulent Transfers.

53. Plaintiff received less than a reasonably equivalent value in exchange for such Fraudulent Transfers.

54. Pleading in the alternative with respect to the Preference Transfers, Plaintiff was not indebted to Defendant on the dates of one or more of the Preference Transfers and consequently, Plaintiff received less than a reasonably equivalent value in exchange for such Preference Transfers.

55. Upon information and belief, Plaintiff was insolvent on the dates of such Transfers.

56. Under Bankruptcy Code §§548(a) and 550(a), Plaintiff is entitled to (a) avoid such Transfers for the benefit of all of the Plaintiff's creditors, and (b) recover such Transfers.

57. Since the Transfer Date of such Transfers, interest on such Transfers has accrued and continues to accrue.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment in its favor and against Defendant in the full amount of such Transfers plus costs, interest and attorneys' fees.

COUNT III

AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS UNDER 11 U.S.C. § 544(b) OF THE BANKRUPTCY CODE AND M.C.L. 566.31 ET. SEQ.

58. Plaintiff incorporates each of the foregoing paragraphs of this Complaint as if fully set forth herein.

59. Under 11 U.S.C. §544(b), a trustee or debtor in possession may avoid any transfer of an interest of the debtor in property or an obligation incurred by the debtor that is voidable under applicable law by a creditor holding an unsecured claim.

60. Under the Michigan Uniform Fraudulent Transfer Act, M.C.L. 566.31 et. seq. ("UFTA"), a transfer made or obligation incurred by a debtor is fraudulent as to a creditor if (1) the transfer is made with the actual intent to hinder, delay, or defraud any creditor of the debtor, or (2) the transfer is made without the debtor receiving reasonably equivalent value when the debtor is insolvent or rendered insolvent.

61. Under UFTA, the Plaintiff may recover transfers that occurred within six years prior to the Petition Date.

62. As demonstrated by the attached Exhibits A and B, the Fraudulent Transfers were made within six (6) years prior to the Petition Date.

63. The Debtor did not receive reasonably equivalent value for the Fraudulent Transfers.

64. Pleading in the alternative with respect to the Preference Transfers, Plaintiff was not indebted to Defendant on the dates of one or more of the Preference Transfers and consequently, Plaintiff received less than a reasonably equivalent value in exchange for such Preference Transfers.

65. Upon information and belief, the Transfers were made when the Debtor was insolvent, or the Transfers rendered the Debtor insolvent.

66. Accordingly, the Plaintiff may recover the Transfers, or the value of the Transfers, for the benefit of the estate and its creditors.

67. Since the Transfer Date, interest on the Transfers has accrued and continues to accrue.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment in its favor and against Defendant in the full amount of the Transfers plus costs, interest and attorneys' fees.

COUNT IV

DISALLOWANCE OF CLAIMS UNDER §502 OF THE BANKRUPTCY CODE

68. Plaintiff incorporates each of the foregoing paragraphs of this Complaint as if fully set forth herein.

69. Defendant is the recipient of the Transfers, which are avoidable under §544, §547, or §548, and recoverable under §550, of the Bankruptcy Code.

70. Under §502(d) of the Bankruptcy Code, the Court shall disallow any claim of any entity from which property is recoverable under §550 of the Bankruptcy Code.

71. Because Defendant has not paid or surrendered the Transfers to Plaintiff, any claims of Defendant must be disallowed.

WHEREFORE, Plaintiff requests that this Honorable Court enter a judgment in its favor and against Defendant disallowing all of Defendant's claims under §502(d) of the Bankruptcy

Code, unless and until Defendant returns the Transfers to Plaintiff, plus costs, interest and attorneys' fees.

Respectfully submitted,

OSIPOV BIGELMAN, P.C.

Date: May 28, 2010

/s/ Yuliy Osipov

YULIY OSIPOV (P59486)

Proposed Special Conflicts Counsel For
Debtors / Attorney for Plaintiff

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EXHIBIT A

Transferor: Greektown Casino, LLC

Transferee: The Sault Ste. Marie Tribe of Chippewa Indians

<u>Invoice Number/Indebtedness</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>	<u>Check/Wire Number</u>	<u>Check/Wire Date</u>	<u>Check/Wire Amount</u>
JUN 07 PAYMENT	6/1/2007	(110,000.00)	64403	6/1/2007	(110,000.00)
JUL 07 PAYMENT	7/2/2007	(110,000.00)	65295	7/2/2007	(110,000.00)
AUG 07 PAYMENT	8/1/2007	(110,000.00)	66163	8/1/2007	(110,000.00)
SEP 07 PAYMENT	9/4/2007	(110,000.00)	67026	9/4/2007	(110,000.00)
SEP 07 PAYMENT	9/4/2007	110,000.00	67026	9/4/2007	110,000.00
SEP 07 PAYMENT	9/4/2007	(110,000.00)	67042	9/4/2007	(110,000.00)
OCT 07 PAYMENT	10/2/2007	(110,000.00)	68120	10/2/2007	(110,000.00)
NOV 07 PAYMENT	11/1/2007	(110,000.00)	68645	11/1/2007	(110,000.00)
DEC 07 PAYMENT	12/5/2007	(110,000.00)	69667	12/5/2007	(110,000.00)
		(770,000.00)		TOTAL	(770,000.00)

Exhibit B				
Check / Wire Date	Transferor	Transferee	Check / Wire Amount	Description
1/3/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(116,500.00)	Management Agreement
1/5/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(4,449.90)	Miscellaneous
1/17/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(50,000.00)	Miscellaneous
2/1/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(116,500.00)	Management Agreement
2/9/2006	Greektown Casino, L.L.C.	SAULT TRIBE MIS DEPARTMENT	(193,625.80)	Miscellaneous
2/13/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(4,000.00)	Miscellaneous
3/1/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(116,500.00)	Management Agreement
3/13/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(5,000.00)	Miscellaneous
4/4/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(116,500.00)	Management Agreement
4/24/2006	Greektown Casino, L.L.C.	SAULT TRIBE MIS DEPARTMENT	(939.74)	Miscellaneous
5/1/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(116,500.00)	Management Agreement
5/22/2006	Greektown Casino, L.L.C.	SAULT TRIBE MIS DEPARTMENT	(1,840.40)	Miscellaneous
6/1/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(116,500.00)	Management Agreement
6/5/2006	Greektown Casino, L.L.C.	SAULT TRIBE MIS DEPARTMENT	(351.57)	Miscellaneous
6/14/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(20,000.00)	Miscellaneous
6/21/2006	Greektown Casino, L.L.C.	SAULT TRIBE MIS DEPARTMENT	(5.08)	Miscellaneous
7/3/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(116,500.00)	Management Agreement
7/19/2006	Greektown Casino, L.L.C.	SAULT STE MARIE TRIBE POLICE	(5,000.00)	Miscellaneous
7/26/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(20,000.00)	Miscellaneous
7/26/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(5,000.00)	Miscellaneous
7/26/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(5,000.00)	Miscellaneous
8/1/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(116,500.00)	Management Agreement
8/2/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(2,600.00)	Miscellaneous
8/2/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(3,500.00)	Miscellaneous
8/25/2006	Greektown Casino, L.L.C.	SAULT TRIBE MIS DEPARTMENT	(656.25)	Miscellaneous
9/1/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(116,500.00)	Management Agreement
9/21/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(4,269.52)	Miscellaneous
10/3/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(116,500.00)	Management Agreement
10/9/2006	Greektown Casino, L.L.C.	SAULT TRIBE MIS DEPARTMENT	(571.00)	Miscellaneous
10/27/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(1,500.00)	Miscellaneous
10/27/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(500.00)	Miscellaneous
11/1/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(70,000.00)	Miscellaneous
11/9/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(3,500.00)	Miscellaneous
12/1/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(1,000.00)	Miscellaneous
12/5/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(70,000.00)	Miscellaneous
1/2/2007	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(70,000.00)	Miscellaneous
1/8/2007	Greektown Casino, L.L.C.	SAULT TRIBE-CHI MUKWA	(10,000.00)	Miscellaneous
2/1/2007	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(110,000.00)	Management Agreement
3/5/2007	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(110,000.00)	Management Agreement
3/15/2007	Greektown Casino, L.L.C.	SAULT STE MARIE TRIBE POLICE	(5,000.00)	Miscellaneous
3/28/2007	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(10,000.00)	Miscellaneous
4/2/2007	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(110,000.00)	Management Agreement
4/2/2007	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(40,000.00)	Miscellaneous
4/11/2007	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(2,200.00)	Miscellaneous
4/11/2007	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(9,500.00)	Miscellaneous
5/1/2007	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(110,000.00)	Management Agreement
4/10/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(5,000,000.00)	Distribution
12/29/2006	Greektown Casino, L.L.C.	SAULT TRIBE OF CHIPPEWA INDIAN	(1,250,000.00)	Distribution
Total			(8,475,009.26)	