

National Indian Gaming Commission

SETTLEMENT AGREEMENT SA-08-24

INTRODUCTION

This Settlement Agreement (Agreement) is entered into by and between the Omaha Tribe of Nebraska (Tribe), a federally-recognized Indian tribe, and the Chairman of the National Indian Gaming Commission (NIGC), relating to the matter contained in the NIGC Chairman's Notice of Violation No. NOV-08-24.

RECITALS

1. Whereas, the Indian Gaming Regulatory Act (IGRA) authorizes the NIGC Chairman to issue proposed civil fines for violations of the IGRA, National Indian Gaming Commission (NIGC) regulations, or tribal regulations, ordinances, or resolutions approved by the NIGC Chairman under 25 U.S.C. §§ 2710, 2712, 25 U.S.C. § 2713(a)(1).
2. Whereas, under the regulations of the NIGC, 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 the IGRA, NIGC regulations, or any provision of a tribal gaming ordinance or resolution approved by the Chairman.
3. Whereas, on November 4, 2008, the NIGC Chairman issued NOV-08-24 for the Tribe's failure to submit quarterly statements and fee payments for the quarters ending March 31, June 30 and September 30 of calendar year 2008.
4. Whereas, the NIGC Chairman and the Tribe desire to achieve an amicable resolution of Notice of Violation No. NOV-08-24.
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. § 575.6(b) and shall be effective upon the date that it is signed by the last party to sign this Agreement (Effective Date).

7. The Tribe agrees that it was required to submit timely quarterly statements and fee payments to the NIGC for Casino Omaha and Lucky 77 for the calendar year 2008.
8. The Tribe agrees that it failed to submit the quarterly statements and fee payments for Casino Omaha and Lucky 77 for the first three quarters of calendar year 2008 to the NIGC.
9. The Tribe agrees that the failure to submit quarterly statements and fee payments for its gaming operations is a violation of IGRA and NIGC regulations.
10. The Tribe agrees to submit all calendar year 2006, 2007 and 2008 quarterly statements and fee payments by December 31, 2008.
11. The Tribe agrees to pay a civil fine of forty thousand dollars (\$40,000), made payable to the U.S. Treasury and delivered to the NIGC at 1441 I. Street NW, Suite 9100, Washington, D.C. 20005. Twenty thousand dollars (\$20,000) of the fine shall be due within sixty (60) days after the Effective Date of this Agreement.
12. The remaining twenty thousand dollars (\$20,000) will be suspended pending timely submission of the quarterly statements and fee payments due on December 31, 2008 pursuant to paragraph 10 of this agreement, timely submission of the quarterly statements and fee payments due for the quarter ending December 31, 2008, and timely submission of the quarterly statements and fee payments due for the quarter ending March 31, 2009. If any one quarterly statement or fee is not submitted in a timely manner, the suspended portion of the fine, twenty thousand dollars (\$20,000), will become payable thirty (30) days after the delinquent quarterly statement or fee was due.
13. By entering this Agreement, the NIGC Chairman agrees to waive his right to impose any additional civil fine or a closure order against the Tribe for the matters addressed in NOV-08-24, provided that if the Tribe fails to comply with this Agreement, the NIGC Chairman may issue a proposed civil fine to resolve the Tribe's violation and/or breach of this Agreement.
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. part 577 and judicial review pursuant to ~~25~~ U.S.C. § 2714.

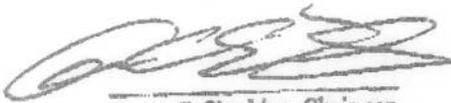
ADDITIONAL COVENANTS

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 agrees 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.

Omaha Tribe of Nebraska



Amen C. Sheridan, Chairman

Date:

National Indian Gaming Commission



Phillip N. Hogen, Chairman

Date: 12/10/08