

National Indian Gaming Commission

AMENDMENT TO SETTLEMENT AGREEMENT 18-03

SA-18-03 (Amendment)

This Amendment to Settlement Agreement 18-03 (Amendment) is entered into by and between the Cheyenne River Sioux Tribe, through its duly authorized representative, and the Chairman of the National Indian Gaming Commission. The Tribe and the Chairman agree to amend certain terms of Settlement Agreement 18-03 (dated January 17, 2019) detailed herein, and the Tribe and the Chairman have agreed to perform in accordance with the terms of this Amendment. All other provisions, conditions, and terms of Settlement Agreement 18-03 not addressed in this Amendment shall remain in force and are not amended.

TERMS OF AMENDMENT TO SETTLEMENT AGREEMENT 18-03

1. This Amendment shall be effective on the date that it is signed by the last party to enter the Amendment.
2. The Tribe and the Chairman agree to replace Paragraph 26 of Settlement Agreement 18-03 with the following terms and conditions:
 - a. At least 30 calendar days prior to the Tribe conducting any Class II or Class III gaming, including, but not limited to, the Tribe reopening CRST Bingo, the Tribe agrees that all members of the Cheyenne River Sioux Tribe Gaming Commission; the board members and Executive Director of the Cheyenne River Economic Development Company (CREDCO), or any other entity tasked with conducting or overseeing gaming for the Tribe; and any manager or director of CRST Bingo will each attend a minimum of 8.0 hours of NIGC training addressing the violations set forth in NOV-18-03, adequate internal controls for financial close and reporting, revenue audit controls, payroll controls, revenue and expense classifications, reconciliation of related party balances and controls over voids and refunds; preparing for an annual independent audit; and any other matters deemed pertinent by the NIGC to the enhancement of the Tribe, its Gaming Commission, CREDCO, and CRST Bingo. This training will be conducted by the NIGC at a facility on the Tribe's lands. The NIGC and the Tribe will schedule mutually agreeable dates for this training. Expenses associated with the training, such as travel, meals, and accommodations, will be covered by the Tribe, CREDCO, or the person attending the training and incurring the expense.
3. The Tribe and the Chairman agree to replace Paragraph 27 of Settlement Agreement 18-03 with the following terms and conditions:

- a. Prior to the Tribe conducting any Class II or Class III gaming, including, but not limited to, the Tribe reopening CRST Bingo, the Tribe agrees that it will adopt and implement adequate internal controls, including, but not limited to, adequate internal controls for CRST Bingo, that address the internal control deficiencies stated in the fiscal year 2017 audit for CRST Bingo, specifically financial close and reporting, revenue audit controls, payroll controls, revenue and expense classifications, reconciliation of related party balances and controls over voids and refunds. The Tribe agrees that it will, in consultation with the NIGC, adopt said internal controls at least 60 calendar days prior to the Tribe conducting any Class II or Class III gaming, including, but not limited to, the Tribe reopening CRST Bingo. The NIGC Director of Compliance must approve the internal controls prior to the Tribe conducting any Class II or Class III gaming, including, but not limited to, the Tribe reopening CRST Bingo. If the NIGC Director of Compliance has any concerns regarding the Tribe's internal controls, the NIGC Director of Compliance will provide the Tribe the concerns in writing, and the Tribe agrees to work in good faith with the NIGC to remedy the concerns. Once the internal controls are approved by the NIGC Director of Compliance, he, or his designee, will issue a letter to the Tribe acknowledging the Tribe has met this term and can proceed with conducting Class II or Class III gaming.
4. All other provisions, conditions, and terms of Settlement Agreement 18-03 shall remain in force and are not amended by this Amendment. The Tribe agrees that it shall continue to abide by Settlement Agreement 18-03 except for Paragraphs 26 and 27, as amended by this Amendment.

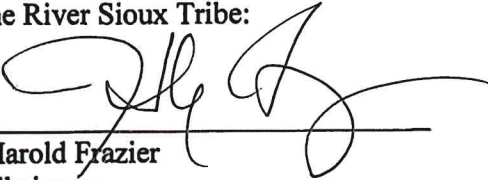
ADDITIONAL COVENANTS

5. The Tribe agrees that this Amendment does not restrict the NIGC Chair from exercising his enforcement authority for any other violation of IGRA, NIGC regulations, and/or the Tribe's gaming ordinance not described in NOV-18-03.
6. This Amendment shall be binding on the parties, their agents, heirs, representatives, successors, and assigns. This Amendment constitutes the entire agreement between the NIGC Chair and the Tribe relating to the amendment of Settlement Agreement 18-03, and supersedes all prior verbal or written agreements and understanding between the parties related to the subject matter. No warranties, representations, covenants, or agreements shall be binding upon any party except as set forth herein. Any modification or waiver of any term of this Amendment, including the modification or waiver of term, must be in writing and signed by the parties.
7. A signature produced by facsimile shall be deemed to be an original signature and shall be effective and binding for purposes of this Amendment.

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For the Cheyenne River Sioux Tribe:

By:



Harold Frazier
Chairman

Date:

6/6/19

For the National Indian Gaming Commission:

By:



Jondev O. Chaudhuri
Chairman

Date:

5/15/19