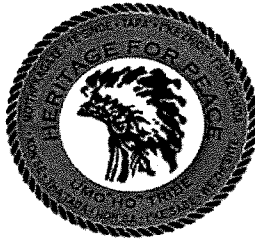


# OMAHA TRIBE OF NEBRASKA

## Executive Officers

### Members

Jason Sheridan, Chairman  
Jerome Hamilton, Vice-Chairman  
Alan Harlan, Treasurer  
Dustin Lovejoy, Secretary



## Members

Leander Merrick  
Galen Aldrich SR.  
Calvin Harlan

## RESOLUTION NO. 24-110

### OF THE

### OMAHA TRIBE OF NEBRASKA

6/7/2024

Drafted by: Jennifer Bear Eagle edited by Theresa Rachel

**RE:** *Affirming Settlement Agreement of Omaha Tribe of Nebraska v. Omaha Nation Farms, LLC, Mike Storm, and Nick Storm Tribal Court Cases and Arbitration Matter and Approval of a Memorandum of Settlement Reflecting the Settlement*

**WHEREAS:** the Omaha Tribe of Nebraska is a Federally recognized Indian Tribe organized under a constitution and bylaws pursuant to Section 16 of the Indian Reorganization Act of 1934, (25 U.S.C. § 5123); and,

**WHEREAS:** pursuant to Article III, Section 1 of the Constitution of the Omaha Tribe of Nebraska, the governing body of the Omaha Tribe shall be known as the Tribal Council; and,

**WHEREAS:** pursuant to Article IV, Section 1 (j) of the Constitution of the Omaha Tribe of Nebraska, the Tribal Council has the authority to safeguard, promote, and enforce the peace, economy, safety, law and order, and general welfare of the Tribe and the Omaha Indian Reservation; and,

**WHEREAS:** pursuant to Article IV, Section 1 (f) of the Constitution of the Omaha Tribe of Nebraska, the Omaha Tribal Council has the authority to manage all economic affairs and enterprises of the Tribe; and,

**WHEREAS:** pursuant to Article IV, Section 1 (p) of the Constitution of the Omaha Tribe of Nebraska, the Omaha Tribal Council has the responsibility to protect and preserve the property, wildlife, and natural resources of the Tribe; and,

**WHEREAS:** the Tribe is a party to the following Omaha Tribal Court cases: *Omaha Tribe of Nebraska v. Omaha Nation Farms, LLC, Mike Storm, and Nick Storm*, Case numbers (CV21-033; CV22-10) and a related arbitration case involving the same parties and matters to be heard in Omaha, Nebraska on June 10-13, 2024; and

**WHEREAS:** the Parties to the suit have determined that it is the best interests of all to resolve the matter amicably; and

**WHEREAS:** at a duly called Tribal Council meeting on June 6, 2024, the Tribal Council voted to accept a settlement offer to resolve all of these matters; and

**WHEREAS:** because this is a time-sensitive issue, the Tribal Council desires to memorialize this action in a Memorandum of Settlement as the details of the settlement are finalized.

**NOW THEREFORE, BE IT RESOLVED THAT:** The Omaha Tribal Council hereby approves entering into a Memorandum of Settlement between the Omaha Tribe of Nebraska, Omaha Nation Farms, LLC, Mike Storm, and Nick Storm to memorialize the agreed to settlement offer.

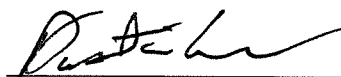
**BE IT FURTHER RESOLVED THAT:** The Omaha Tribal Council hereby authorizes the Chairman to execute all documents necessary to effectuate this transaction.

### CERTIFICATION

This is to certify that the foregoing resolution was considered at a duly called meeting of the Omaha Tribal Council on the 6 day of June, 2024, and was adopted by a vote of: 4 for; 1 against; 1 abstaining; with the Chairman not voting. A quorum of 6 was present.

MEMBERS VOTE:	YES	NO	ABSTAIN
Jason Sheridan			X
Jerome Hamilton	X		
Dustin Lovejoy	X		
Alan Harlan	X		
Leander Merrick			X ABSENT
Galen Aldrich SR		X	
Calvin Harlan	X		

Submitted by:



Dustin Lovejoy, Secretary  
Omaha Tribal Council

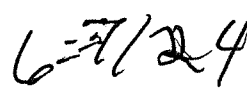


Date

Attest:



Jason Sheridan, Chairman  
Omaha Tribal Council



Date

## MEMORANDUM OF SETTLEMENT

This Memorandum of Settlement is made on June 7, 2024 between The Omaha Tribe of Nebraska and Iowa (the "Tribe"), Claimant in a pending arbitration proceeding, and Omaha Nation Farms, LLC ("ONF"), Michael L. Storm ("Mike Storm"), and Michael N. Storm ("Nick Storm"), who are collectively the Respondents in a pending arbitration proceeding. The parties agree to settle the pending arbitration and disputes between them on the following terms:

1. The Tribe will withdraw and dismiss with prejudice the Omaha Tribal Court cases filed as CV21-033 and CV22-10, as well as the pending arbitration in which the Tribe is the Claimant. ONF and the Storms will withdraw and dismiss with prejudice all counterclaims filed in the same court cases and arbitration.
2. Respondent ONF has a pending appeal to the Great Plains Regional Director of the Bureau of Indian Affairs ("BIA") with respect to the BIA's termination of the Irrigation Lease between the parties in 2021 on the basis of unpaid rent. The issue of unpaid rent in the appeal will be resolved as follows: The Tribe and ONF will sign and present to the BIA a stipulation that the December 2020 payment in the amount of \$251,446.16 and the June 2021 payment in the amount of \$241,298.07 are the only outstanding lease payments due. The Tribe and ONF will further stipulate that payment of those amounts was timely tendered, so that no late interest and penalty is due from ONF. ONF will pay any lease amendment fees that are due upon acknowledgment by the BIA of the stipulation.
3. The Tribe and ONF agree that the irrigation pivots are the property of ONF, subject to the valid security interest of Mike Storm. The Tribe and ONF agree that the amount owed by ONF to Storm with respect to the irrigation pivots is \$1,451,172. The Tribe and ONF agree that the GSA equipment is property of ONF.
4. Usage rent for the pivots for the years of 2021, 2022, and 2023 will not be forgiven. The Tribe will be permitted to use the pivots in the growing season of 2024 and will pay usage rent to ONF for such use. The Nebraska Extension published rate for 2021 will be used to determine the amount of the claim that ONF has with respect to the Tribe for usage of the irrigation pivots. The 2021 published rate was \$68.39/acre, and the irrigation system irrigates 1,655 acres of land. Thus, the annual amount owed for use of the irrigation system is \$113,185.45. Annual rent for the irrigation pivots will be paid for the years of 2021, 2022, 2023, and 2024. The amount owed for use of the irrigation pivots will be offset against the amount of rent owed by ONF to the Tribe. Any excess rent payment due to the Tribe after the offset will be paid following the sale of ONF assets.
5. The limited forensic accounting of ONF as part of these matters will be discontinued.
6. The parties agree that ONF is dissolved. ONF will retain its existence solely to wind up its affairs, and during the wind-up period Mike Storm will retain his authority as

manager to act on behalf of ONF. All transactions and activities during the winding-up period will be reported to the Tribe by Mike Storm.

7. The assets of ONF will be disposed by public auction, with an auctioneer jointly selected by the parties. The parties anticipate an auction of all equipment other than the irrigation pivots will take place in the summer of 2024, at a time jointly selected by the parties. The parties anticipate the auction of the irrigation pivots to occur after September 1, 2024.
8. Proceeds from the sale of ONF assets will be applied (1) to secured claims, (2) to the Tribe for any remaining debt of ONF for lease payments, (3) to Cargill for failure to deliver 2021 contracted grain, and (4) proceeds then will be split 75% to the Tribe and 25% to Mike Storm.
9. With respect to the irrigation pivots, the temporary injunction order which prohibited ONF, Mike Storm, or Nick Storm from entering onto the property will be dissolved. Storms, at their cost, will be entitled to have Heine Electric & Irrigation inspect the irrigation pivots to determine their current condition. The irrigation pivots will be maintained in their current condition throughout the 2024 season. The Tribe's tenant will provide a certificate of insurance showing that the irrigation pivots are insured, and naming ONF as an additional insured. The Tribe will allow periodic inspections by Heine Electric & Irrigation to inspect the irrigation pivots on 48 hours' notice, through counsel, until they have been disassembled and removed for auction pursuant to Paragraph 10 of this Memorandum. The Tribe may have a representative present when Heine Electric & Irrigation is present on the premises. In the event that any inspection discloses damage to the irrigation pivots, Mike Storm and/or Nick Storm will have the right to enter the premises and visually inspect irrigation pivots. The Tribe may have a representative present when Mike Storm and/or Nick Storm are present on the premises.
10. Following September 1, 2024, ONF, contractors of the Respondent's choosing, but not Respondents, will have complete access to the irrigation pivots in order to disassemble them and remove them for the purpose of auction sale. ONF will bear the costs of paying the contractors to disassemble and remove the pivots. Disassembly will take place from the roadside for all pivots that may be accessed by field road. Respondent's contractors will have 30 feet on either side of irrigation pivots that are in the middle of the field to complete the disassembly of such pivots.
11. A joint statement will be issued stating that "The Omaha Tribe of Nebraska and Mike Storm have come to an amicable resolution."
12. The settlement agreement between the parties will include no admission of fault by either party. Each party pays their own attorney's fees.
13. The parties will execute a specific release of claims that they may have against each other arising out of ONF's Operating Agreement and/or the land leases between ONF and the Tribe.

14. This is a Memorandum of Settlement. A definitive settlement agreement and related documents will be prepared by counsel for the parties and executed by the parties, which may state additional terms that are consistent with this memorandum.

THE PARTIES ARE ADVISED THAT THIS IS A BINDING DOCUMENT. BY SIGNING THIS DOCUMENT, THEY ACKNOWLEDGE THAT THEY HAVE READ IT, UNDERSTAND IT, AND IT ACCURATELY REFLECTS THEIR AGREEMENT. THEY FURTHER UNDERSTAND THAT A COURT OR ARBITRATOR MAY RELY UPON THESE TERMS AND ENTER AN ORDER ENFORCING THE TERMS OF THIS SETTLEMENT.

Executed as of the date identified in the introductory paragraph.

Signature Pages Follow.

OMAHA TRIBE OF NEBRASKA AND IOWA

  
By: \_\_\_\_\_

Omaha Nation Farms, LLC

\_\_\_\_\_  
By: Michael L. Storm, Manager

\_\_\_\_\_  
Michael L. Storm, individually

\_\_\_\_\_  
Michael N. Storm, individually