

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS
7500 Odawa Circle
Harbor Springs, MI 49740

RESOLUTION # 103105-01

Authorizing Sale of Notes and Related Actions

- WHEREAS** the Little Traverse Bay Bands of Odawa Indians (“Tribe”) is a Federally recognized Indian Tribe reaffirmed by the United States Congress on September 21, 1994 in Public Law 103-324, as amended, which exercises sovereign governmental authority over the people, land, and water within its jurisdiction and administers a wide range of governmental programs;
- WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative branch of the Tribe;
- WHEREAS** the Tribe has determined that building a new and improved casino and hotel facility (the “New Casino Facility”), will generate increased revenues and therefore strengthen the Tribe’s overall economic self-sufficiency and self-determination;
- WHEREAS** the Tribe engaged Banc of America Securities LLC (the “Initial Purchaser”), to serve as the sole book-running lead initial purchaser in connection with the issuance of debt securities to fund costs associated with the development, design, construction, equipping, opening and financing of the New Casino Facility, and to fund an interest reserve;
- WHEREAS** the Tribal Council has been presented with drafts of the principal agreements necessary to complete the issuance of the proposed debt securities, including an offering memorandum, purchase agreement, cash collateral and disbursement agreement, accounts security agreement and indenture, and wishes to authorize the issuance of the debt securities and to authorize the Tribe’s Chairperson, in consultation with the Tribe’s legal counsel, to finalize and execute these and all other necessary agreements and documents required to issue the debt securities;
- WHEREAS** the Initial Purchaser and qualified institutional buyers are located in New York and other jurisdictions outside of the territory and jurisdiction of the Tribe (“Foreign Jurisdictions”); the financing documents described and authorized in this Resolution are entered into and subject to the applicable laws of the State of New York; and the location of the financing transactions authorized by this Resolution are New York and other Foreign Jurisdictions;

THEREFORE, BE IT RESOLVED 1. Approval of the Issuance. The Tribal Council hereby approves the issuance and sale of its notes (the “Notes”), at an aggregate issue price of not more than \$205 million in principal amount, and that the sale of the Notes be effected pursuant to an exemption or exemptions from the registration requirements of the Securities Act of 1933, as amended (an “Offering Exemption”). The Notes shall bear the terms as set forth in the Indenture referred to below.

2. Offering Memorandum: The Tribal Council hereby approves a preliminary offering memorandum for the Notes, substantially in the form presented to the Tribal Council, together with such modifications thereof and supplements thereto from time to time as shall be approved by the Tribal Chairman, a written designee of the Tribal Chairman, or if the Tribal Chairman or such a designee shall be unavailable, such other person permitted by the law of the Tribe to act in the stead of the Tribal Chairman (the “Authorized Tribal Representative”), after consultation with legal counsel for the Tribe (collectively, the “Offering Memorandum”). The Tribal Council acknowledges that the Offering Memorandum will be used by the Initial Purchaser in a re-offering and resale of the Notes pursuant to an Offering Exemption.

3. Indenture. The Tribal Council hereby approves and authorizes the Authorized Tribal Representative to execute and deliver on behalf of the Tribe an indenture with U.S. Bank National Association, as trustee, substantially in the form presented to the Tribal Council, with such modifications thereto as shall be approved by the Authorized Tribal Representative, after consultation with legal counsel for the Tribe (the “Indenture”), with the Authorized Tribal Representative’s execution thereof being conclusive evidence of such approval and consultation.

4. Notes and Other Documents and Instruments. The Tribal Council hereby authorizes the Authorized Tribal Representative on behalf of the Tribe to:

(a) execute, cause to be attested if, and as, required by the Indenture, and deliver, or cause to be delivered, to the Trustee, or to any Authenticating Agent (as such term is used in the Indenture) named in the Indenture, the Notes as authorized herein, with such additions thereto and deletions therefrom as the Authorized Tribal Representative shall approve, after consultation with legal counsel for the Tribe, with the Authorized Tribal Representative’s execution thereof being conclusive evidence of such approval and consultation;

(b) execute and deliver such other agreements (including indemnity agreements), documents, certificates, orders, requests and instruments as may be contemplated by the Indenture or required by the Trustee, any Security Registrar or Authenticating Agent (as such terms are used in the Indenture) or any other agent of the Tribe under the Indenture in connection therewith or as may be necessary or appropriate in connection with the issuance and sale of the Notes, with the Authorized Tribal Representative's execution thereof being conclusive evidence of such approval and consultation; and

(c) subject to and in accordance with the Indenture, appoint or designate on behalf of the Tribe one or more paying agents and one or more transfer agents for the Notes, to rescind on behalf of the Tribe any such appointment or designation and to approve on behalf of the Tribe any change in the location of any office through which any such paying agent or transfer agent acts; and in connection therewith to take such action and to make, execute and deliver, or cause to be made, executed and delivered, such agreements, instruments and other documents as he deems necessary or desirable.

5. Purchase Agreement. The Tribal Council hereby approves and authorizes the Authorized Tribal Representative to execute and deliver on behalf of the Tribe a purchase agreement with the Initial Purchaser substantially in the form presented to the Tribal Council, with such modifications thereto as shall be approved by the Authorized Tribal Representative, after consultation with legal counsel for the Tribe (the "Purchase Agreement"), with the Authorized Tribal Representative's execution thereof being conclusive evidence of such approval and consultation.

6. Cash Collateral and Disbursement Agreement. The Tribal Council hereby approves and authorizes the Authorized Tribal Representative to execute and deliver on behalf of the Tribe a cash collateral and disbursement agreement with U.S. Bank National Association, as the disbursement agent thereunder, substantially in the form presented to the Tribal Council, with such modifications thereto as shall be approved by the Authorized Tribal Representative, after consultation with legal counsel for the Tribe (the "Cash Collateral and Disbursement Agreement"), with the Authorized Tribal Representative's execution thereof being conclusive evidence of such approval and consultation.

7. Accounts Security Agreement. The Tribal Council hereby approves and authorizes the Authorized Tribal Representative to execute and deliver on behalf of the Tribe an accounts security agreement substantially in the form presented to the Tribal Council, with such modifications thereto as shall be approved by the Authorized Tribal Representative, after consultation with legal counsel for the Tribe (the “Account Security Agreement”), with the Authorized Tribal Representative’s execution thereof being conclusive evidence of such approval and consultation.

8. Pricing Delegation. The Tribal Council hereby authorizes the Authorized Tribal Representative to determine the price to be received by the Tribe in any offering or sale of the Notes, any re-offering price thereof, the interest rate thereon, any discounts to be allowed or commissions to be paid to the Initial Purchaser or any other agent or underwriter, and any other terms of offering or sale of the Notes and to sell the Notes in accordance with the Purchase Agreement; *provided*, that the weighted-average yield of the Notes shall not exceed 10.50% per annum.

9. PORTAL. The Tribal Council hereby authorizes the Authorized Tribal Representative to take any and all actions necessary to qualify the Notes for trading in the Private Offerings, Resales and Trading through Automated Linkages market of the National Association of Securities Dealers, Inc.

10. Qualifying Actions. The Tribal Council hereby authorizes the Authorized Tribal Representative to determine the states in which appropriate action shall be taken to qualify or register for sale all or such part of the Notes and to perform on behalf of the Tribe any and all such acts as he deems necessary or advisable to comply with the applicable laws of any such states, and in connection therewith to execute and file all requisite papers and documents, including, but not limited to, applications, reports, surety bonds, irrevocable consents and appointments of attorneys for service of process; and the execution by the Authorized Tribal Representative of any such paper or document or his actions in connection with the foregoing matters shall conclusively establish his authority therefor from the Tribe and the approval and ratification by the Tribe of the papers and documents so executed and the action so taken.

11. Other Matters. The Tribal Council hereby authorizes the Authorized Tribal Representative to execute any certificates and other documents and take or cause to be taken any other actions necessary for the creation, issuance or sale of the Notes or the proper implementation of the actions approved hereby.

12. Arbitration Procedures. The following provisions shall apply to any claim, demand, action or cause of action arising under the Notes, the Purchase Agreement, the Indenture, the Cash Collateral and Disbursement Agreement, the Accounts Security Agreement, and any other agreement, document or instrument authorized to be executed on behalf of the Tribe by this Resolution (collectively, the “Authorized Documents”),

12.1 Some or all of the Authorized Documents will contain provisions stating that the performance of the parties thereunder are to be governed and interpreted by the law or laws therein stated (“Governing Law”). One or more of the Authorized Documents (each, an “Arbitrable Document”) will also contain provisions (the “Arbitration Provisions”) permitting or requiring that disputes arising under the applicable Arbitrable Document be resolved by binding arbitration (“Arbitrable Matters”). The Arbitration Provisions, as a matter of the law of the Tribe, are hereby declared to be and are valid, irrevocable and enforceable.

12.2 The Tribe currently has a tribal court (the “Tribal Court”), and notwithstanding any other tribal laws, the following shall apply with respect to the Tribal Court (and any other court established by the law of the Tribe):

(a) For all Arbitrable Matters, (a) the Tribal Court shall apply the procedural rules of the Tribal Court as to procedural matters; and (b) the Tribal Court shall apply the Governing Law as to substantive law matters;

(b) If any action for legal or equitable relief or other proceeding is brought in the Tribal Court concerning any Arbitrable Matter, the Tribal Court shall not review the merits of the pending action or proceeding, but shall stay the action or proceeding until arbitration has been had in compliance with the Arbitration Provisions.

(c) If any person claims the neglect or refusal of the Tribe to proceed with arbitration under an Arbitrable Document, then that person may make application to the Tribal Court for an order directing the parties to proceed with the arbitration. In such event, the Tribal Court shall order the parties to arbitration in accordance with the provisions of the Transaction Documents, and the question of whether an obligation to arbitrate the dispute at issue exists shall be decided by the arbitrator(s).

(d) At any time during an arbitration, upon request of all the parties to the arbitration, the arbitrator(s) may make application to the Tribal Court for advice on any question of Tribal law or state or federal law arising in the course of the arbitration so long as such parties agree in writing that the advice of the Tribal Court shall be final as to the question presented and that it shall bind the arbitrator(s) in rendering any award.

(e) An Arbitration Award shall be in writing and signed by the arbitrator(s). The arbitrator(s) shall provide written notice of the Arbitration Award to each party by certified or registered mail, return receipt requested.

(f) At any time within one year after the Arbitration Award has been rendered and the parties thereto notified thereof, any party to the arbitration may make application to the Tribal Court for an order confirming the award. Any party applying to the Tribal Court for an order confirming an Arbitration Award shall, at the time the award is filed with the Clerk of the Tribal Court for entry of judgment thereon, file true and correct copies of the following papers with the Clerk: (1) the agreement to arbitrate; (2) written identification of the arbitrator(s) and any material documenting the selection or appointment of the arbitrator(s); (3) any written agreement requiring the reference of any question as provided in Section 13.2(d) above; (4) each written extension of the time, if any, within which to make the award; (5) the award; and (6) evidence that all parties to the arbitration have received notice of the filing or the intent to file an application to the Tribal Court for confirmation of the Arbitration Award.

(g) An Arbitration Award shall not be subject to review or modification by the Tribal Court, but shall be confirmed strictly as provided by the arbitrator; *provided*, that the Tribal Court may nevertheless decline to enforce any Arbitration Award if it finds that any of the following occurred:

- (1) the award was procured by corruption, fraud, or undue means;
- (2) there was evident partiality or corruption in the arbitrator(s);

- (3) the arbitrator(s) were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or
- (4) the arbitrator(s) exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

Where an Arbitration Award is so vacated, the Tribal Court may, in its discretion, direct a rehearing by the arbitrator(s).

(h) In any of the following cases where the Tribal Court is authorized to make an order regarding arbitration, the Tribal Court may make an order modifying or correcting the Arbitration Award upon the application of any party to the arbitration:

- (1) where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing, or property referred to in the award;
- (2) where the arbitrator(s) have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted; or
- (3) where the Arbitration Award is imperfect in matter of form not affecting the merits of the controversy.

The order may modify and correct the award, so as to effect the intent thereof and promote justice between the parties.

(i) The judgment confirming an Arbitration Award shall be docketed as if it were rendered in a civil action. The judgment so entered shall have the same force and effect in all respects as, and be subject to all the provisions of law relating to, a judgment in a civil action, and it may be enforced as if it has been rendered in a civil action in the Tribal Court. When the Arbitration Award requires the performance of any other act than the payment of money, the Tribal Court may direct the enforcement thereon in the manner provided by law.

- (j) To the extent allowed by federal law, the jurisdiction of the Tribal Court over any Arbitrable Matter shall be concurrent with the jurisdiction of any New York or State of Michigan federal court, New York or State of Michigan state court or any other court of competent jurisdiction, and any waiver of the obligation of the parties to exhaust Tribal Court remedies shall be valid and enforceable in accordance with its terms. The Authorized Tribal Representative is authorized to execute transaction documents that contain dispute resolution provisions where disputes are resolved in federal or state courts in the first instance, and the Tribe irrevocably waives its sovereign immunity to the extent stated in such documents and agrees to be bound by the final judgments of such Foreign Jurisdictions.

FURTHER RESOLVED, This Resolution replaces Resolution 102005-01.

CERTIFICATION

As Tribal Council Secretary, I certify that this Resolution was duly adopted by the Tribal Council of the Little Traverse Bay Bands of Odawa Indians by an emergency phone poll of the Tribal Council held on October 31, 2005 at which a quorum were contacted, by a vote of 5 in favor, 2 opposed, 2 abstentions, and 0 absent as recorded by this roll call:

	In Favor	Opposed	Abstained	Absent
Fred Harrington, Jr.		X		
Regina Gasco Bentley	X			
Mary Roberts			X	
Rita Shananaquet		X		
Alice Yellowbank	X			
Dexter McNamara	X			
Shirley Oldman			X	
Melvin L. Kiogima	X			
Beatrice Law	X			

Date: _____

Melvin L. Kiogima, Secretary

Pursuant to Article VII, Section D, Subsection 1. of the Little Traverse Bay Bands of Odawa Indians Constitution adopted on February 1, 2005 the Executive concurs in this action of the Tribal Council.

Date: _____

Frank Ettawageshik, Tribal Chairperson