

WAGANAKISING ODAWA



TRIBAL CODE of LAW

TITLE XVIII. POST CONSTITUTION RESOLUTIONS, Chapter 4. SOVEREIGN IMMUNITY

2024.2

WAGANAKISING ODAWA TRIBAL CODE of LAW

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Chapter Four. Sovereign Immunity

18.401 LIMITED SOVEREIGN IMMUNITY WAIVERS IN ODAWA CASINO RESORT CONTRACTS – *Repealed and Replaced by Tribal Resolution #091318-01, See 18.408 of this Chapter*

(Original Source: TRIBAL RESOLUTION # 071011-01 – Repealed by 091318-01)

18.403 AUTHORIZATION OF GOVERNMENT BANKING ACCOUNTS AND TERSURY MANAGEMENT DOCUMENTS, LIMITED WAIVER OF SOVEREIGN IMMUNITY AND RELATED MATTERS

A. NOW THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves the Treasury Management Documents, identical to those authorized by Resolution 071011-01 for the Gaming Authority except for modification of the parties, and expressly authorizes execution of all such Treasury Management Documents by the Tribal Chairman; and

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves and incorporates into this Resolution the entirety of Exhibit 1 attached hereto containing certain representations, warranties, and a limited waiver of sovereign immunity.

(Source: TRIBAL RESOLUTION # 010813-01)

18.404 AUTHORIZATION OF GOVERNMENT BANKING ACCOUNTS AND TREASURY MANAGEMENT DOCUMENTS, LIMITED WAIVER OF SOVEREIGN IMMUNITY AND RELATED MATTERS

A. NOW THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves the Treasury Management Documents, and expressly authorizes execution of all such Treasury Management Documents by the Tribal

Chairman; and

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves and incorporates into this Resolution the entirety of Exhibit 1 attached hereto containing certain representations, warranties, and a limited waiver of sovereign immunity.

(Source: TRIBAL RESOLUTION # 050513-01)

18.405 AUTHORIZATION OF ODAWA CASINO RESORT BUSINESS BANKING ACCOUNT AND TREASURY MANAGEMENT DOCUMENTS AND LIMITED WAIVER OF SOVEREIGN IMMUNITY AND RELATED MATTERS

A. NOW THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves the Treasury Management Documents and expressly authorizes execution of all such Treasury Management Documents by the Gaming Authority; and

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves and incorporates into this Resolution the entirety of Exhibit 1 attached hereto containing certain representations, warranties, and a limited waiver of sovereign immunity.

(Source: TRIBAL RESOLUTION # 050513-02)

18.406 AUTHORIZATION OF ODAWA CASINO RESORT BUSINESS BANKING ACCOUNT AND TREASURY MANAGEMENT DOCUMENTS AND LIMITED WAIVER OF SOVEREIGN IMMUNITY AND RELATED MATTERS

A. WHEREAS LTBB Tribal Council understands that the Bank requires certain representations and warranties and a limited waiver of sovereign immunity to assure enforceability of the Treasury Management Documents;

B. NOW THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves the Treasury Management Documents and expressly authorizes execution of all such Treasury Management Documents by the Gaming Authority; and

C. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves and incorporates into this Resolution the entirety of Exhibit 1 attached hereto containing certain representations, warranties, and a limited waiver of sovereign immunity.

(Source: TRIBAL RESOLUTION # 092213-02)

18.407 AUTHORIZATION OF GOVERNMENT BANKING ACCOUNTS AND TREASURY MANAGEMENT DOCUMENTS, LIMITED WAIVER OF SOVEREIGN IMMUNITY AND RELATED MATTERS

A. WHEREAS LTBB Tribal Council understands that the Bank requires certain representations and warranties and a limited waiver of sovereign immunity to assure enforceability of the Treasury Management Documents;

B. NOW THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves the Treasury Management Documents, and expressly authorizes execution of all such Treasury Management Documents by the Tribal Chairman; and

C. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves and incorporates into this Resolution the entirety of Exhibit 1 attached hereto containing certain representations, warranties, and a limited waiver of sovereign immunity.

(Source: TRIBAL RESOLUTION # 092213-03)

18.408 LIMITED WAIVER OF SOVEREIGN IMMUNITY

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Constitution, Article XVIII, Sovereign Immunity, Tribal Immunity from Suit, provides:

The Little Traverse Bay Bands of Odawa Indians, including all subordinate entities, shall be immune from suit except to the extent that the Tribal Council clearly and expressly waives its sovereign immunity, and officials and employees of the Tribe acting within the scope of their duties or authority shall be immune from suit.

B. WHEREAS in accordance with the Constitution, Tribal Council has delegated management of any and all economic affairs and enterprises of the Little Traverse Bay Bands of Odawa Indians to Tribally chartered corporations or other subordinate Tribal entities, or where appropriate, to the Executive Branch;

C. WHEREAS in accordance with the Constitution, Tribal Chair is to oversee all Tribal Executive departments, boards, commissions and committees created by the Tribal Council;

D. WHEREAS the Tribal Chair, Tribally chartered corporations or other subordinate Tribal entities, must enter into a variety of contracts on an almost daily basis to function effectively.

E. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council expressly authorizes the Tribal Chair, Executive Departments, Tribally chartered corporations or other subordinate Tribal entities, to waive their Constitutional and common law immunity to suit in the Tribal Court of the Little Traverse Bay Bands of Odawa Indians, including the enforcement of arbitration, when entering into contracts for up to the amount of the contract but not to exceed \$750,000.00.

F. FURTHER BE IT RESOLVED this authorization only applies to the assets under the direct control of the Tribal Chair, Executive Departments, Tribally chartered corporations or other subordinate Tribal entities.

G. FURTHER BE IT RESOLVED any contracts that allow for any other jurisdiction other than Tribal Court must have prior approval by Tribal Council. Any contracts over \$750,000.00

must have prior approval by Tribal Council.

H. FINALLY, BE IT RESOLVED that any and all previous authorizations for limited waivers of sovereign immunity, including Certified Motion #091114-03, *Limited Sovereign Immunity Waivers in Odawa Casino Resort Contracts*, are repealed and replaced by this Tribal Resolution.

(Source: TRIBAL RESOLUTION #091318-01)

18.409(6.20)(a) LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR GREEN SUNRISE PRODUCTS LLC PETOSKEY MARIJUANA RETAIL LICENSE AND RELATED MATTERS

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621); and

B. WHEREAS Green Sunrise Products LLC has submitted an application Recreational: AU-RA-000255 to the Michigan Regulatory Agency (MRA) for a State of Michigan license to operate a retail establishment under the Michigan Regulation and Taxation of Marihuana Act (MRTMA), MCL 333.27101 *et seq.*, and associated administrative rules; and

C. WHEREAS The proposed marijuana establishment is located at 1345 US 31 North, Petoskey, Michigan, on land held in trust for the Tribe by the United States and leased from the Tribe to Green Sunrise Products LLC (“the premises”); and

D. WHEREAS The Tribe does not hold any direct or indirect ownership interest in Green Sunrise Products LLC, does not exercise any managerial control over Green Sunrise Products LLC, and does not fall within the definition of “applicant” under MRTMA or associated administrative rules for purposes of Green Sunrise Products LLC’s application; and

E. WHEREAS The Marijuana Regulatory Agency (MRA) is responsible for administering and enforcing the State of Michigan’s marijuana laws and associated administrative rules, including conducting background investigations and inspections of applicants and licensees, investigating alleged violations, and taking disciplinary and other enforcement action against applicants and licensees; and

F. WHEREAS The Michigan Department of Treasury (Treasury) and the State Treasurer are responsible for implementing, administering, and ensuring the collection of any taxes imposed under MRTMA and any other applicable taxes imposed under State of Michigan law and associated administrative rules and for administering and/or directing the investment of the funds created under MRTMA; and

G. WHEREAS State and local law enforcement are responsible for enforcing and for assisting the MRA in administering and enforcing the State of Michigan’s marijuana laws and associated administrative rules, including by conducting background investigations and criminal history checks of applicants and conducting investigations of applicants and licensees to ensure compliance; and

H. WHEREAS State of Michigan building code officials, code enforcement officials, and fire officials (collectively, “state building and fire officials”) are responsible for enforcing and for assisting the MRA in administering and enforcing the State of Michigan’s marijuana laws and associated administrative rules, including by conducting inspections of applicants and licensees; and

I. WHEREAS The Tribe desires to lease the premises to Green Sunrise Products LLC for the purpose of Green Sunrise Products LLC participating in the State of Michigan marijuana industry subject to the same requirements, privileges, and responsibilities as any other similarly situated entity outside the Tribe’s reservation and trust lands; and

J. WHEREAS Any actions by the Tribe that attempt to bar the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises as permitted under MRTMA and associated administrative rules may result in the denial,

suspension, and/or revocation of any state license sought by or issued to Green Sunrise Products LLC; and

K. WHEREAS The Tribe has authority under the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005 to waive tribal sovereign immunity and tribal court jurisdiction and to waive any right the Tribe may have to exclude persons from its reservation or trust lands by either Tribal Resolution and/or Certified Motion, the Tribe has provided a copy of the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005; and WOS 2015-019 Administrative Procedures Act, to the MRA, and this waiver is consistent with the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005; and WOS 2015-019 Administrative Procedures Act; and

L. WHEREAS The Tribe finds that the waiver of the right to exclude and the waiver of sovereign immunity and tribal court jurisdiction contained in this resolution are necessary in order for Green Sunrise Products LLC to obtain and maintain a license to operate a marijuana establishment on the premises; and

M. WHEREAS The Tribe voluntarily provides this waiver of the right to exclude and this waiver of sovereign immunity and tribal court jurisdiction.

N. THEREFORE, BE IT RESOLVED THAT:

1. The Little Traverse Bay Bands of Odawa Indians Tribe expressly waives any right that the Tribe may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises as permitted under MRTMA, applicable tax statutes, and associated administrative rules, without a warrant and without notice to Green Sunrise Products LLC or the Tribe, for the purpose of administering and enforcing the State of Michigan's marijuana laws, applicable tax laws, and associated administrative rules.
2. The right of the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or the Treasury, state and local law enforcement, and state

building and fire officials to enter the premises includes the right to go inside, outside, over, or below any structure or feature on the premises in any matter related to Green Sunrise Products LLC's application or licensure; conduct investigations and inspections; inspect, examine, and audit relevant records of Green Sunrise Products LLC; and impound, seize, assume physical control of, or summarily remove records from the premises if Green Sunrise Products LLC fails to cooperate with an investigation.

- 3.** This limited waiver of the right to exclude is solely for the purpose of ensuring the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, and state building and fire officials have the ability to exercise all authorities, powers, duties, functions, and responsibilities under State of Michigan law and associated administrative rules for the specific purposes identified in this resolution.
- 4.** The Tribe expressly waives its sovereign immunity for the purpose of subjecting the Tribe to the jurisdiction of State of Michigan courts, administrative agencies, and law enforcement agencies for the sole purpose of enforcing this waiver of the Tribe's right to exclude. No pledge of specific assets by the Tribe is necessary to satisfy any judgment or decision obtained in a State of Michigan court action or administrative proceeding contemplated by this paragraph.
- 5.** This waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall take effect immediately.
- 6.** This waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall continue in effect so long as the above-referenced state license, if issued to Green Sunrise Products LLC, is in effect; for the duration of any dispute arising out of or related to the license or operations under the license; and to allow the MRA to take action after expiration of the license as permitted under State of Michigan law and associated administrative rules.
- 7.** If Green Sunrise Products LLC's application for a state license is denied, this waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall continue in

effect for the duration of any administrative or judicial proceedings related to the license denial, including any appeals.

8. The Tribe, pursuant to Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005 expressly waives the jurisdiction of Little Traverse Bay Bands of Odawa Indians Tribal Court with respect to any claim or cause of action arising out of or within the scope of this resolution, including but not limited to any claim or cause of action initiated by the Tribe.
9. The Tribe acknowledges that if this limited waiver of sovereign immunity is rescinded or otherwise made ineffective, or if the Tribe asserts any right it may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises in any matter related to Green Sunrise Products LLC's application or licensure, the MRA may in its discretion deny, suspend, revoke, restrict, refuse to renew, impose a fine against, and/or take other disciplinary action against any state license sought by or issued to Green Sunrise Products LLC.

(Source: TRIBAL RESOLUTION #061920-01)

18.410(6.20)(b) LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR GREEN SUNRISE PRODUCTS LLC MACKINAW CITY MARIJUANA RETAIL LICENSE AND RELATED MATTERS

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621); and

B. WHEREAS Green Sunrise Products LLC has submitted an application Recreational: AU-RA-000258 to the Michigan Regulatory Agency (MRA) for a State of Michigan license to operate a retail establishment under the Michigan Regulation and Taxation of Marihuana Act

(MRTMA), MCL 333.27101 *et seq.*, and associated administrative rules; and

C. WHEREAS The proposed marijuana establishment is located at 1020 South Nicolet Street, Mackinaw City, Michigan, on land held in trust for the Tribe by the United States and leased from the Tribe to Green Sunrise Products LLC (“the premises”); and

D. WHEREAS The Tribe does not hold any direct or indirect ownership interest in Green Sunrise Products LLC, does not exercise any managerial control over Green Sunrise Products LLC, and does not fall within the definition of “applicant” under MRTMA or associated administrative rules for purposes of Green Sunrise Products LLC’s application; and

E. WHEREAS The Marijuana Regulatory Agency (MRA) is responsible for administering and enforcing the State of Michigan’s marijuana laws and associated administrative rules, including conducting background investigations and inspections of applicants and licensees, investigating alleged violations, and taking disciplinary and other enforcement action against applicants and licensees; and

F. WHEREAS The Michigan Department of Treasury (Treasury) and the State Treasurer are responsible for implementing, administering, and ensuring the collection of any taxes imposed under MRTMA and any other applicable taxes imposed under State of Michigan law and associated administrative rules and for administering and/or directing the investment of the funds created under MRTMA; and

G. WHEREAS State and local law enforcement are responsible for enforcing and for assisting the MRA in administering and enforcing the State of Michigan’s marijuana laws and associated administrative rules, including by conducting background investigations and criminal history checks of applicants and conducting investigations of applicants and licensees to ensure compliance; and

H. WHEREAS State of Michigan building code officials, code enforcement officials, and fire officials (collectively, “state building and fire officials”) are responsible for enforcing and for assisting the MRA in administering and enforcing the State of Michigan’s marijuana laws and associated administrative rules, including by conducting inspections of applicants and

licensees; and

I. WHEREAS The Tribe desires to lease the premises to Green Sunrise Products LLC for the purpose of Green Sunrise Products LLC participating in the State of Michigan marijuana industry subject to the same requirements, privileges, and responsibilities as any other similarly situated entity outside the Tribe’s reservation and trust lands; and

J. WHEREAS Any actions by the Tribe that attempt to bar the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises as permitted under MRTMA and associated administrative rules may result in the denial, suspension, and/or revocation of any state license sought by or issued to Green Sunrise Products LLC; and

K. WHEREAS The Tribe has authority under the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005 to waive tribal sovereign immunity and tribal court jurisdiction and to waive any right the Tribe may have to exclude persons from its reservation or trust lands by either Tribal Resolution and/or Certified Motion, the Tribe has provided a copy of the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005; and WOS 2015-019 Administrative Procedures Act, to the MRA, and this waiver is consistent with the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005; and WOS 2015-019 Administrative Procedures Act; and

L. WHEREAS The Tribe finds that the waiver of the right to exclude and the waiver of sovereign immunity and tribal court jurisdiction contained in this resolution are necessary in order for Green Sunrise Products LLC to obtain and maintain a license to operate a marijuana establishment on the premises; and

M. WHEREAS The Tribe voluntarily provides this waiver of the right to exclude and this waiver of sovereign immunity and tribal court jurisdiction.

N. THEREFORE, BE IT RESOLVED THAT:

1. The Little Traverse Bay Bands of Odawa Indians Tribe expressly waives any right that the Tribe may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises as permitted under MRTMA, applicable tax statutes, and associated administrative rules, without a warrant and without notice to Green Sunrise Products LLC or the Tribe, for the purpose of administering and enforcing the State of Michigan’s marijuana laws, applicable tax laws, and associated administrative rules.
2. The right of the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or the Treasury, state and local law enforcement, and state building and fire officials to enter the premises includes the right to go inside, outside, over, or below any structure or feature on the premises in any matter related to Green Sunrise Products LLC’s application or licensure; conduct investigations and inspections; inspect, examine, and audit relevant records of Green Sunrise Products LLC; and impound, seize, assume physical control of, or summarily remove records from the premises if Green Sunrise Products LLC fails to cooperate with an investigation.
3. This limited waiver of the right to exclude is solely for the purpose of ensuring the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, and state building and fire officials have the ability to exercise all authorities, powers, duties, functions, and responsibilities under State of Michigan law and associated administrative rules for the specific purposes identified in this resolution.
4. The Tribe expressly waives its sovereign immunity for the purpose of subjecting the Tribe to the jurisdiction of State of Michigan courts, administrative agencies, and law enforcement agencies for the sole purpose of enforcing this waiver of the Tribe’s right to exclude. No pledge of specific assets by the Tribe is necessary to satisfy any judgment or decision obtained in a State of Michigan court action or administrative proceeding contemplated by this paragraph.
5. This waiver of the Tribe’s right to exclude and limited waiver of sovereign immunity shall take effect immediately.
6. This waiver of the Tribe’s right to exclude and limited waiver of sovereign immunity shall continue in effect so long as the above-referenced state license, if issued to Green

Sunrise Products LLC, is in effect; for the duration of any dispute arising out of or related to the license or operations under the license; and to allow the MRA to take action after expiration of the license as permitted under State of Michigan law and associated administrative rules.

7. If Green Sunrise Products LLC's application for a state license is denied, this waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall continue in effect for the duration of any administrative or judicial proceedings related to the license denial, including any appeals.
8. The Tribe, pursuant to Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005 expressly waives the jurisdiction of Little Traverse Bay Bands of Odawa Indians Tribal Court with respect to any claim or cause of action arising out of or within the scope of this resolution, including but not limited to any claim or cause of action initiated by the Tribe.
9. The Tribe acknowledges that if this limited waiver of sovereign immunity is rescinded or otherwise made ineffective, or if the Tribe asserts any right it may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises in any matter related to Green Sunrise Products LLC's application or licensure, the MRA may in its discretion deny, suspend, revoke, restrict, refuse to renew, impose a fine against, and/or take other disciplinary action against any state license sought by or issued to Green Sunrise Products LLC.

(Source: TRIBAL RESOLUTION #061920-02)

18.400(7.20)(a) AUTHORIZING LOAN FROM PNC BANK, NATIONAL ASSOCIATION, AND RELATED DOCUMENTS, AUTHORIZING TRIBAL APPROPRIATIONS FOR PAYMENTS OF THE LOAN, ADOPTING LAW GOVERNING THE ARBITRATION OF DISPUTES RELATED TO THE LOAN, ADOPTING LAW REGARDING SECURITY INTERESTS AND ADDRESSING RELATED MATTERS

A. WHEREAS the Tribal Council has various powers enumerated in the Constitution, including, among others, to: (1) make laws not inconsistent with the Tribe’s Constitution, including for the regulation of commerce, subject to a veto thereof by the Executive that is not thereafter overridden by the Tribal Council; (2) enact laws governing the encumbrance and disposition of non-real estate tangible assets; (3) purchase, receive by gift, or otherwise acquire land, interests in land, personal property or other intangible assets which the Tribal Council may deem beneficial; (4) appropriate funds; (5) approve negotiations with any other governments, businesses or individuals by a majority vote of the Tribal Council; and

B. WHEREAS under the Constitution, the Tribal Council may make laws of the Tribe either by statute or by resolution; and

C. WHEREAS the Tribe owns and operates the Odawa Casino and the Odawa Hotel in Petoskey, Michigan, and the Odawa Casino Mackinaw in Mackinaw, Michigan, all of which are located on lands taken into trust pursuant to the express authorization for trust acquisitions set forth in 25 U.S.C. §1300k-4(a) of the Little Traverse Act, and the general authorization for trust acquisitions in the Indian Reorganization Act of 1934 as expressly made applicable to the Tribe in 25 U.S.C. §1300k-2(a) of the Little Traverse Act; and

D. WHEREAS there are presently outstanding approximately \$12,720,000 of the Tribe’s Term Note dated March 28, 2017 payable to Wells Fargo Bank, National Association, secured by assets and revenues of the Odawa Casino and the Odawa Hotel (the “Existing Note”); and

E. WHEREAS the Tribe desires to obtain financing to, among other things, refinance the Existing Note and to provide funds for construction of a new hotel at Odawa Casino in Petoskey, Michigan, the purchase of updated security and surveillance equipment, and expansion and renovation projects at the Odawa Casino in Petoskey, Michigan and at the Odawa Casino Mackinaw; and

F. WHEREAS there has been presented to the Tribal Council for its consideration forms of each of the following documents:

- a. Loan Agreement between the Tribe, as borrower, PNC Bank, National Association, (the “Lender”), setting forth the terms and conditions of loans in the initial aggregate principal amount of \$26,500,000 (the “Loan Agreement”);
- b. Term Note (Closing Date) in the principal amount of \$13,000,000 and the Term Note (Working Capital) in the principal amount of \$13,500,000 evidencing the Tribe’s obligation to repay to the Lender the respective principal amounts borrowed under the Loan Agreement, together with interest thereon as provided under the Loan Agreement (the “Term Notes”); and
- c. Security Agreement by the Tribe in favor of the Lender, granting a security interest, with certain exceptions, in all assets and revenues of the Tribe related to the Odawa Casino and the Odawa Resort in Petoskey, Michigan, and in the Odawa Casino Mackinaw (the “Security Agreement”);

G. WHEREAS one or more of the Loan Documents contain provisions related to governing law, forum selection, arbitration, the limited waiver of tribal sovereign immunity, a waiver of the doctrine of exhaustion of tribal remedies and use of tribal forums for dispute resolution (the “Dispute Resolution Provisions”); and

H. WHEREAS as a condition to the Administrative Agent and the Lenders entering into the Loan Documents to which they are parties, the Tribe has been requested to provide, under the laws of the Tribe, for (1) the appropriation of funds for repayment of principal of the loans extended to the Tribe under the Loan Agreement and payment of accrued interest thereon, and (2) clarify the Tribe’s laws regarding the granting and perfection of security interests in revenues.

I. THEREFORE BE IT RESOLVED THAT:

1. Findings. The Tribal Council hereby determines and finds that: (a) the Recitals in this Resolution are true and correct in all material respects; (b) the Tribal Council has full power and authority to adopt this Resolution, subject to approval by the Executive as provided in the Constitution; (c) the Tribal Council’s adoption of this Resolution and the Tribe entering into the Loan

Documents is in the best interest of the Tribe and its members and is consistent with the laws of the Tribe; and (d) the meeting at which this Resolution is being adopted is being validly held in compliance with the Constitution and the laws of the Tribe, and a quorum has been present and acting at all times relevant to adoption of this Resolution.

2. Approval of Loan Documents and Performance Thereunder. The Tribal Council hereby approves each Loan Document in the form presented to it. The Tribal Council further hereby authorizes and approves the execution and delivery of each Loan Document (including those provisions of other documents incorporated by reference therein) on behalf of the Tribe by one or more Authorized Representatives referred to in Section 3 hereof, substantially in the forms so presented or with such modifications or changes thereto as shall be approved by the Authorized Representatives executing the same, which approval shall be conclusively presumed upon such execution and delivery. Following the execution and delivery of any Loan Document, the Tribal Council also authorizes the performance thereof on behalf of the Tribe.
3. Authorized Representatives. The Tribal Council hereby authorizes the Tribal Chairperson, or, in the absence of the Tribal Chairperson, the Tribal Vice-Chairperson or any other person entitled under the laws of the Tribe to act in the stead of the Chairperson or Vice-Chairperson and the Tribal Treasurer (each, an “Authorized Representative”), to execute and deliver on behalf of the Tribe each Loan Document in the form authorized in Section 2 of this Resolution, and to execute and deliver such other agreements (including indemnity agreements), documents, certificates, orders, requests and instruments and cause to be taken such other actions as may be contemplated by any Loan Document or as may be necessary or appropriate in connection with the consummation of the transactions contemplated by the Loan Documents.
4. Approval of Waiver of Sovereign Immunity and other Dispute Resolution Provisions. The Tribal Council has been advised of each Dispute Resolution

Provision contained in each Loan Document and such provisions are hereby approved as the valid and binding obligations of the Tribe, enforceable against the Tribe in accordance with their terms. Each limited waiver of sovereign immunity and each provision relating to the resolution of disputes in each Loan Document is hereby expressly incorporated by reference herein as though set forth at length herein, such incorporation, however, to become effective only upon the execution and delivery of the applicable Loan Document; upon such incorporation the limited waiver of sovereign immunity and each such provision shall be independently valid and enforceable as a law of the Tribe, independent of the Loan Documents and irrespective of whether the Loan Document is valid and enforceable.

5. Enforcement. The Tribal Court shall give full faith and credit to any award, order or decree rendered by any federal or state court in accordance with this Resolution and the Loan Documents. For judgments, decrees, orders, warrants, subpoenas, records or other judicial acts of the Tribe's Courts resulting from any action under the Loan Documents, a Tribal police officer is authorized to execute such judgment, decree, order, warrant, subpoena, record or other judicial act. In the case of any such foreclosure order or judgment, after delivery of such order or judgment by a Tribal police officer, such police officer may proceed to enter upon any property of the Tribe to remove such personal property or to permit removal by the party in whose favor the order or judgment was issued.

6. Security Interest Provisions. The Tribal Council hereby adopts the following which shall have the force of law:

Notwithstanding any provision of the Little Traverse Bay Bands of Odawa Indians Secured Transaction Statute (the "LTBB Secured Transactions Statute") or the Michigan UCC (defined below) to the contrary:

- a. A security interest granted by a Tribal Party (as that term is defined in the LTBB Secured Transactions Statute), including in

Pledged Revenues (as that term is defined in the LTBB Secured Transactions Statute), shall be created and attach upon the giving of value and the granting of such security interest in a writing executed by that Tribal Party, which security interest shall be governed by paragraphs (a) through (d) and, to the extent not inconsistent with such paragraphs, the LTBB Secured Transactions Statute.

- b.** A security interest in Pledged Revenues may be perfected only by the filing of an initial financing statement in the same manner and in the same location as if all of such Pledged Revenues were accounts within the meaning of the Michigan UCC.
- c.** Jurisdiction to enforce security interests against a Tribal Party governed by the LTBB Secured Transactions Statute shall lie solely within the Tribe’s Tribal Courts or Federal Courts or State Courts with respect to which a Tribal Party has granted a waiver of its sovereign immunity to permit enforcement.
- d.** For all purposes of paragraphs (a) through (c) above and the LTBB Secured Transactions Statute, “Michigan UCC” means the Uniform Commercial Code of the State of Michigan, as amended from time to time, except that any provision therein, including Section 440.9109(4)(m), that excludes from its scope any security interest granted by a governmental unit, subdivision or agency shall be inapplicable to a Tribal Party.

6. Enactment of Arbitration Law Applicable Solely to Transaction Documents. The Tribal Council hereby enacts as a law of the Tribe the “Limited Arbitration Provisions” set forth in EXHIBIT A attached hereto.

7. Appropriation. The Tribal Council hereby appropriates all such funds and revenues of the Odawa Casino and Odawa Resort as shall be required to pay when

due all amounts owing by the Tribe under all Loan Documents, it being intended that this appropriation shall constitute a statute addressing appropriations for Tribal institutions within the meaning of Article XIV(A)(1) of the Constitution (relating to initiatives).

8. Repealer. Any laws, ordinances, rules, regulations, decisions, orders, judgments, resolutions or other actions, other than the Tribal Constitution of the Tribe, any branch, division, authority, agency, subsidiary, board, commission or other instrumentality of the Tribe, or any of the officers, employees or agents of the foregoing, whether written, unwritten or established by tradition, custom or practice that are in effect and are in conflict with or inconsistent with the terms of this Resolution, the transactions contemplated herein or any provision set forth in the Loan Documents are hereby repealed and annulled to the extent of such conflict or inconsistency, and this Resolution shall supersede the same.

9. Miscellaneous. If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected with respect to the same. This Resolution shall become effective as of the date and time of its passage and approval by the Tribal Council.

EXHIBIT A TO RESOLUTION LIMITED ARBITRATION PROVISIONS

Section 1. **Definitions.** Capitalized terms used but not defined in this Exhibit A are used with the meanings that apply in the Resolution to which this Exhibit is attached.

Section 2. **Scope.** Certain of the Transaction Documents provide for the arbitration of certain actions, disputes, claims or controversies (collectively, “Disputes”). The following arbitration provisions shall apply solely to such Disputes and to no others.

Section 3. **Enforceability of Agreements to Arbitrate.** As the law of the Tribe, an agreement by the Tribe contained in any Transaction Document to submit a Dispute to arbitration shall be valid, irrevocable and enforceable in accordance with its terms. Article IX(C)(3) of the Constitution shall not prevent a Dispute from being resolved in arbitration prior to being filed in Tribal Court.

Section 4. Confirmation of Arbitration Awards. At any time within one year after an arbitration award has been rendered for a Dispute arising under the Transaction Documents, any party to the arbitration may make application to a court of the Tribe having jurisdiction (a “Tribal Court”) for an order confirming the award.

Section 5. Review and Modification of Arbitration Awards. An arbitration award shall not be subject to review or modification by a Tribal Court, but shall be confirmed strictly as provided by the arbitrator; provided, that a Tribal Court may nevertheless decline to enforce any arbitration award if it finds that any of the following occurred:

- (a) the award was procured by corruption, fraud, or undue means;
- (b) there was evident partiality or corruption in the arbitrator(s);
- (c) 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
- (d) 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.

If an arbitration award is vacated in accordance with the foregoing, a Tribal Court may, in its discretion, direct a rehearing by the arbitrator(s) in accordance with the terms of the applicable Transaction Document(s).

Section 6. Docketing of Arbitration Awards. The judgment confirming an 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 award requires the performance of any obligation under the Transaction Documents other than the payment of money, the Tribal Court may direct the enforcement thereon in the manner provided by law.

Section 7. Appeals. No further appeal may be taken from an order issued by the Tribal Court enforcing an agreement to arbitrate or an award issued by an arbitrator.

Section 8. Police Powers. The Tribes’ police powers shall be available to secure and support any arbitration award, and all police or other law enforcement officials of the Tribes shall carry out any orders that may be entered by the Tribal Court pursuant to the arbitration

provisions in this Exhibit.

(Source: TRIBAL RESOLUTION #070920-01)

18.400(7.20)(b) AUTHORIZING LIMITED WAIVERS OF SOVEREIGN IMMUNITY AND THE RIGHT TO EXCLUDE AND ADDRESSING OTHER MATTERS REQUIRED TO OBTAIN AND MAINTAIN AN INTERNET GAMING OPERATOR'S LICENSE FROM THE MICHIGAN GAMING CONTROL BOARD

Codification Note: Repealed and Replaced

(Source: TRIBAL RESOLUTION #070920-02, *Repealed by 090220-01*)

18.400(9.20)(a) AUTHORIZING LIMITED WAIVERS OF SOVEREIGN IMMUNITY AND THE RIGHT TO EXCLUDE AND ADDRESS OTHER MATTERS REQUIRED TO OBTAIN AND MAINTAIN AN INTERNET GAMING OPERATOR'S LICENSE FROM THE MICHIGAN GAMING CONTROL BOARD UNDER THE MICHIGAN LAWFUL INTERNET GAMING ACT

A. WHEREAS the Congress of the United States has enacted the Indian Gaming Regulatory Act of 1988 (25 USC 2701 *et seq.*) (hereafter "IGRA"), which regulates Class III gaming activities by an Indian tribe on its "Indian lands" as that term is defined in IGRA, and requires those Class III gaming activities to be conducted pursuant to a tribal-state compact entered into for that purpose; and

B. WHEREAS the Tribe and the State of Michigan entered into the Tribal-State Compact for Regulation of Class III Gaming by the Little Traverse Bay Bands of Odawa Indians, dated December 3, 1998, (for which publication of National Indian Gaming Commission [NIGC] approval appeared in the Federal Register on February 18, 1999), as amended by an amendment signed on July 14, 2003 and July 22, 2003 (for which publication of NIGC approval appeared in the Federal Register on December 10, 2003), and an amendment dated January 24, 2008 (for which publication of NIGC approval appeared in the Federal Register on April 21, 2008); and

C. WHEREAS in accordance with IGRA, on February 26, 2011 the Tribe enacted a Tribal gaming ordinance authorizing Class III gaming on its Indian lands, Waganakising Odawak Statute 2011-005, which was approved by the chair of the NIGC by letter dated March 28, 2011; and

D. WHEREAS the Tribe as formed the Gaming Authority (“Authority”), which is an unincorporated instrumentality and political subdivision of the Tribe authorized under Waganakising Odawak Statute 2018-016, as amended by Waganakising Odawak Statute 2020-011, to manage its Class III gaming enterprise under IGRA, and to operate the Tribe’s Michigan licensed internet gaming and sports betting operations. Waganakising Odawak Statute 2020-011 authorizes the Authority to form a sub-entity LLC to help carry out its internet gaming and sports betting duties, and the Authority has formed Odawa Online GSP, LLC under the Tribe’s LLC Code for this purpose; and

E. WHEREAS the Tribe, through the Authority, conducts Class III gaming in its Odawa Casino which operates under a license issued by Little Traverse Bay Bands of Odawa Indians Gaming Regulatory Commission at 1760 Lears Road, Petoskey, MI 49770 and 1080 S. Nicolet Street, Mackinaw City, MI 49701; and

F. WHEREAS the Michigan Legislature has enacted the Lawful Internet Gaming Act (MCL 432.301 *et seq.*) (hereafter “LIGA”), which is the sole basis in state law under which any person may lawfully conduct internet gaming outside of Indian lands in Michigan; and

G. WHEREAS LIGA authorizes an eligible Indian tribe to engage in certain online gaming activities in Michigan outside of its Indian lands, subject to licensing and regulation; and

H. WHEREAS LIGA includes in the definition of an Indian tribe any instrumentality, political subdivision, or other legal entity through which an Indian tribe operates its casino in this state; and

I. WHEREAS the Tribe’s operation, through its Authority, of Odawa Casino under IGRA and pursuant to the tribal-state gaming compact makes it eligible to apply for an internet gaming operator’s license under LIGA which activity the Tribe will conduct solely under LIGA as a

licensee of the Michigan Gaming Control Board separate from its on-reservation gaming activity under IGRA;

J. WHEREAS LIGA, MCL 432.307(1)(h), requires an eligible Indian tribe to grant a limited waiver of sovereign immunity solely for the purposes stated in that provision as a condition of the Michigan Gaming Control Board issuing, maintaining, and renewing an internet gaming operator license; and

K. WHEREAS LIGA, MCL 432.309, authorizes the Michigan Gaming Control Board to do anything “necessary or desirable to effectuate this act”; and

L. WHEREAS in light of tribal sovereign immunity and inherent tribal sovereignty, the Michigan Gaming Control Board has determined that it is necessary and/or desirable to avoid disputes with eligible Indian tribes that seek or have an internet gaming operator license by resolving in advance any questions about the matters addressed in this resolution; and

M. WHEREAS internet gaming presents a valuable opportunity for the Tribe and the Tribe, through its Authority, seeks to obtain, maintain, and renew when necessary, an internet gaming operator license under LIGA; and

N. WHEREAS pursuant to Article VII of the Tribe’s Constitution, the Tribal Council is the legislative governing body of the Tribe, and the Tribal Chairperson is the chief officer of the Executive Branch. The Tribal Council is authorized to adopt this Resolution, and the Chairperson to sign it into law, pursuant to Article VII (D) and Article XVIII (A) of the Tribe’s Constitution, and they have had the opportunity to consult their legal counsel, and adopt this resolution voluntarily;

O. NOW, THEREFORE, BE IT RESOLVED:

1. State jurisdiction and law. The Tribe, including its Authority and any other sub-entity, which are hereinafter all encompassed in the term “Tribe,” submits itself to the Michigan Gaming Control Board’s jurisdiction or any successor agency charged with enforcement of LIGA in connection with its application for an internet gaming operator’s license and as a condition of the Tribe’s eligibility to hold, retain, and renew its internet

gaming operator's license. The Tribe agrees to be bound by all applicable provisions of LIGA, all applicable administrative rules promulgated pursuant to LIGA, and all applicable orders of the Michigan Gaming Control Board issued pursuant to LIGA internet gaming by an Indian tribe.

2. Limited waiver of sovereign immunity. The Tribe waives its sovereign immunity solely for the limited purposes stated in LIGA, MCL 432.307(1)(h), including its subsections and those provisions to which they refer. This limited waiver of sovereign immunity related to LIGA applies to all bodies, individuals, and entities that claim to be entitled to assert or be protected by the Tribe's sovereign immunity from suits originating under LIGA. Nothing in this Resolution shall be construed as a general waiver of the Tribe's sovereign immunity.

3. Administrative and other actions, and limited waiver of tribal court jurisdiction. The Tribe consents to administrative actions in front of the Michigan Gaming Control Board and any subsequent appeals in a state court of competent jurisdiction. The Tribe otherwise consents to be sued in the state circuit court for the County of Ingham and any subsequent appeals in a state court of competent jurisdiction. For any action originating under LIGA that cannot be brought originally in the Michigan Gaming Control Board or the state circuit court for the County of Ingham, the Tribe consents to be sued in a state court of competent jurisdiction as set forth in section 13 of LIGA, MCL 432.313. The Tribe waives its right to contest or litigate any claims or issues originating under LIGA in the Tribe's tribal courts.

4. Sovereign immunity and inherent sovereignty not defenses. The Tribe hereby affirms that it will not assert its sovereign immunity from suit or its inherent sovereignty as a defense in or bar to any civil, criminal, or administrative action originating under LIGA that the Michigan Gaming Control Board, the Michigan Attorney General, or a local prosecutor brings directly or that they raise as a counter-claim in an action initiated by the Tribe.

5. Remedies and relief. The Tribe consents to all remedies and relief provided in or permitted under LIGA, including legal and equitable relief, monetary fines, other sanctions, and the seizure of the Tribe's other personal property related to the conduct of gaming under LIGA. The Tribe waives and does not require a specific pledge of assets to be subject to an order, decision, or judgment requiring it to pay civil fines or to fulfill other relief requiring it to pay money related to LIGA. The Tribe expressly understands and agrees that the remedies and relief available under LIGA are not limited to

prospective, declaratory, or injunctive relief.

6. Consent to entry upon Indian lands and limited waiver of the right to exclude. The Tribe consents to entry upon the Tribe’s Indian lands by the officials, officers, employees, agents, and representatives of the Michigan Gaming Control Board, Michigan Department of Attorney General, Michigan State Police, local prosecutors, and local law enforcement agencies to audit, inspect, or otherwise carryout, regulate, and enforce any provision in LIGA, the administrative rules promulgated under LIGA, and the orders issued pursuant to LIGA. The Tribe waives any right it may have to exclude officials, employees, agents, and representatives of the Michigan Gaming Control Board, Michigan Department of Attorney General, Michigan State Police, local prosecutors, and local law enforcement agencies to audit, inspect, or otherwise carryout, regulate, and enforce any provision in LIGA, the administrative rules promulgated under LIGA, and the orders issued pursuant to LIGA.

7. Authorized tribal official. The Tribe designates the Chairperson of the Authority to act on behalf of and bind the Tribe in anything originating under LIGA. The Chairperson of the Authority has actual authority to do all things necessary to apply for, obtain, maintain, and/or renew an internet gaming operator’s license for the Tribe under LIGA, excluding the authority to modify the limited waiver of tribal sovereign immunity in this Resolution.

8. No waiver of other tribal rights or limitations in LIGA. This Resolution specifically relates to the Tribe’s compliance with LIGA and enforcement of LIGA by the Michigan Gaming Control Board, the Michigan Attorney General, local prosecutors, and local law enforcement. Nothing in this resolution is intended to waive the Tribe’s immunity from suit by other persons or parties, such as the Tribe’s vendors or patrons. Nothing in this resolution waives the Tribe’s rights under LIGA, the administrative rules promulgated under LIGA, or the orders issued under LIGA, including any provisions that may limit their reach or effect. Except as stated in this Resolution, the Tribe does not waive any argument concerning whether one or more provisions of LIGA, the administrative rules promulgated under LIGA, or the orders issued under LIGA apply to an Indian tribe.

9. No amendment to tribal-state gaming compact. Nothing in this Resolution waives the Tribe’s rights under its gaming compact with the State of Michigan, amends that gaming compact, or authorizes the Michigan Gaming Control Board to otherwise

regulate gaming conducted by the Tribe exclusively on the Tribe's Indian lands.

10. Effective date. This resolution is effective when adopted by a simple majority of a quorum of the Tribal Council and signed by the Tribal Chairperson, or if vetoed by the Tribal Chairperson it takes effect upon veto override by vote of 7 of 9 members of the Tribal Council.

11. Duration and survival. This resolution shall remain continuously in effect while the Tribe is an applicant for a license under LIGA, has a license under LIGA, is seeking renewal of a license under LIGA, and until any outstanding administrative, civil, and/or criminal matters under LIGA, including all appeals, are resolved fully and finally. The Tribe intends for this resolution to survive any license it may obtain under LIGA to ensure that all matters that occur or arise while the Tribe holds or is applying for an internet gaming operator's license, including any disputes or violations, are resolved and so that it can wind-down its internet gaming operations in a manner consistent with LIGA should those operations cease.

12. Modification, revocation, or rescission. The Tribe will give three months' advance written notice to the Executive Director of the Michigan Gaming Control Board if it intends to modify, revoke, or rescind this resolution by any action, including by referendum of the Tribe's members. Unless replaced by a resolution or other action consistent with the requirements of LIGA as determined by the Michigan Gaming Control Board, the Tribe understands that modifying, revoking, or rescinding this resolution or one or more terms under it may lead the Michigan Gaming Control Board to initiate proceedings to suspend or revoke the Tribe's internet gaming operator's license issued under LIGA, or to seek other relief.

13. Definitions. The terms used in this resolution shall have the meaning given to them in LIGA if defined there. Additionally, the following terms shall have the meaning stated below, regardless of capitalization or whether stated in the plural or singular:

- a. Related to LIGA.** Any claim, issue, license, or other matter arising out of or related to LIGA, the administrative rules promulgated under LIGA, or orders issued pursuant to LIGA.

Repeal of Prior Resolution. This Resolution repeals and replaces Tribal Resolution 070920-02.

(Source: TRIBAL RESOLUTION #090320-01)

18.400(9.20)(b) AUTHORIZING LIMITED WAIVERS OF SOVEREIGN IMMUNITY AND THE RIGHT TO EXCLUDE AND ADDRESS OTHER MATTERS REQUIRED TO OBTAIN AND MAINTAIN A SPORTS BETTING OPERATOR'S LICENSE FROM THE MICHIGAN GAMING CONTROL BOARD UNDER THE MICHIGAN LAWFUL SPORTS BETTING ACT

A. WHEREAS the Congress of the United States has enacted the Indian Gaming Regulatory Act of 1988 (25 USC 2701 *et seq.*) (hereafter “IGRA”), which regulates Class III gaming activities by an Indian tribe on its “Indian lands” as that term is defined in IGRA, and requires those Class III gaming activities to be conducted pursuant to a tribal-state compact entered into for that purpose; and

B. WHEREAS the Tribe and the State of Michigan entered into the Tribal-State Compact for Regulation of Class III Gaming by the Little Traverse Bay Bands of Odawa Indians, dated December 3, 1998, (for which publication of National Indian Gaming Commission [NIGC] approval appeared in the Federal Register on February 18, 1999), as amended by an amendment signed on July 14, 2003 and July 22, 2003 (for which publication of NIGC approval appeared in the Federal Register on December 10, 2003), and an amendment dated January 24, 2008 (for which publication of NIGC approval appeared in the Federal Register on April 21, 2008); and

C. WHEREAS in accordance with IGRA, on February 26, 2011 the Tribe enacted a Tribal gaming ordinance authorizing Class III gaming on its Indian lands, Waganakising Odawak Statute 2011-005, which was approved by the chair of the NIGC by letter dated March 28, 2011; and

D. WHEREAS the Tribe as formed the Gaming Authority (“Authority”), which is an unincorporated instrumentality and political subdivision of the Tribe authorized under Waganakising Odawak Statute 2018-016, as amended by Waganakising Odawak Statute 2020-011, to manage its Class III gaming enterprise under IGRA, and to operate the Tribe’s Michigan licensed internet gaming and sports betting operations. Waganakising Odawak Statute 2020-011 authorizes the Authority to form a sub-entity LLC to help carry out its internet gaming and sports betting duties, and the Authority has formed Odawa Online GSP, LLC under the Tribe’s LLC

Code for this purpose; and

E. WHEREAS the Tribe, through the Authority, conducts Class III gaming in its Odawa Casino which operates under a license issued by Little Traverse Bay Bands of Odawa Indians Gaming Regulatory Commission at 1760 Lears Road, Petoskey, MI 49770 and 1080 S. Nicolet Street, Mackinaw City, MI 49701; and

F. WHEREAS the Michigan Legislature has enacted the Lawful Sports Betting Act (MCL 432.401 *et seq.*) (hereafter “LSBA”), which is the sole basis in state law under which any person may lawfully conduct sports betting outside of Indian lands in Michigan; and

G. WHEREAS LSBA authorizes an eligible Indian tribe to engage in certain online gaming activities in Michigan outside of its Indian lands, subject to licensing and regulation; and

H. WHEREAS LSBA includes in the definition of an Indian tribe any instrumentality, political subdivision, or other legal entity through which an Indian tribe operates its casino in this state; and

I. WHEREAS the Tribe’s operation, through its Authority, of Odawa Casino under IGRA and pursuant to the tribal-state gaming compact makes it eligible to apply for a sports betting operator’s license under LSBA which activity the Tribe will conduct solely under LSBA as a licensee of the Michigan Gaming Control Board separate from its on-reservation gaming activity under IGRA;

J. WHEREAS LSBA, MCL 432.407(1)(h), requires an eligible Indian tribe to grant a limited waiver of sovereign immunity solely for the purposes stated in that provision as a condition of the Michigan Gaming Control Board issuing, maintaining, and renewing a sports betting operator license; and

K. WHEREAS LSBA, MCL 432.409, authorizes the Michigan Gaming Control Board to do anything “necessary or desirable to effectuate this act”; and

L. WHEREAS in light of tribal sovereign immunity and inherent tribal sovereignty, the Michigan Gaming Control Board has determined that it is necessary and/or desirable to avoid disputes with eligible Indian tribes that seek or have a sports betting operator license by resolving in advance any questions about the matters addressed in this resolution; and

M. WHEREAS sports betting outside of its Indian lands presents a valuable opportunity for the Tribe and the Tribe, through its Authority, seeks to obtain, maintain, and renew when necessary, a sports betting operator license under LSBA; and

N. WHEREAS pursuant to Article VII of the Tribe’s Constitution, the Tribal Council is the legislative governing body of the Tribe, and the Tribal Chairperson is the chief officer of the Executive Branch. The Tribal Council is authorized to adopt this Resolution, and the Chairperson to sign it into law, pursuant to Article VII (D) and Article XVIII (A) of the Tribe’s Constitution, and they have had the opportunity to consult their legal counsel, and adopt this resolution voluntarily;

O. NOW, THEREFORE, BE IT RESOLVED:

1. State jurisdiction and law. The Tribe, including its Authority and any other sub-entity, which are hereinafter all encompassed in the term “Tribe,” submits itself to the Michigan Gaming Control Board’s jurisdiction or any successor agency charged with enforcement of LSBA in connection with its application for a sports betting operator’s license and as a condition of the Tribe’s eligibility to hold, retain, and renew its sports betting operator’s license. The Tribe agrees to be bound by all applicable provisions of LSBA, all applicable administrative rules promulgated pursuant to LSBA, and all applicable orders of the Michigan Gaming Control Board issued pursuant to LSBA sports betting by an Indian tribe.

2. Limited waiver of sovereign immunity. The Tribe waives its sovereign immunity solely for the limited purposes stated in LSBA, MCL 432.407(1)(h), including its subsections and those provisions to which they refer. This limited waiver of sovereign immunity related to LSBA applies to all bodies, individuals, and entities that claim to be entitled to assert or be protected by the Tribe’s sovereign immunity from suits originating under LSBA. Nothing in this Resolution shall be construed as a general waiver of the Tribe’s sovereign immunity.

3. Administrative and other actions, and limited waiver of tribal court jurisdiction. The Tribe consents to administrative actions in front of the Michigan Gaming Control Board and any subsequent appeals in a state court of competent jurisdiction. The Tribe otherwise consents to be sued in the state circuit court for the County of Ingham and any subsequent appeals in a state court of competent jurisdiction. For any action originating under LSBA that cannot be brought originally in the Michigan Gaming Control Board or the state circuit court for the County of Ingham, the Tribe consents to be sued in a state court of competent jurisdiction as set forth in section 13 of LSBA, MCL 432.413. The Tribe waives its right to contest or litigate any claims or issues originating under LSBA in the Tribe’s tribal courts.

4. Sovereign immunity and inherent sovereignty not defenses. The Tribe hereby affirms that it will not assert its sovereign immunity from suit or its inherent sovereignty as a defense in or bar to any civil, criminal, or administrative action originating under LSBA that the Michigan Gaming Control Board, the Michigan Attorney General, or a local prosecutor brings directly or that they raise as a counter-claim in an action initiated by the Tribe.

5. Remedies and relief. The Tribe consents to all remedies and relief provided in or permitted under LSBA, including legal and equitable relief, monetary fines, other sanctions, and the seizure of the Tribe’s other personal property related to the conduct of sports betting under LSBA. The Tribe waives and does not require a specific pledge of assets to be subject to an order, decision, or judgment requiring it to pay civil fines or to fulfill other relief requiring it to pay money related to LSBA. The Tribe expressly understands and agrees that the remedies and relief available under LSBA are not limited to prospective, declaratory, or injunctive relief.

6. Consent to entry upon Indian lands and limited waiver of the right to exclude. The Tribe consents to entry upon the Tribe’s Indian lands by the officials, officers, employees, agents, and representatives of the Michigan Gaming Control Board, Michigan Department of Attorney General, Michigan State Police, local prosecutors, and local law enforcement agencies to audit, inspect, or otherwise carryout, regulate, and enforce any provision in LSBA, the administrative rules promulgated under LSBA, and the orders issued pursuant to LSBA. The Tribe waives any right it may have to exclude officials, employees, agents, and representatives of the Michigan Gaming Control Board, Michigan Department of Attorney General, Michigan State Police, local prosecutors, and local law enforcement agencies to audit, inspect, or otherwise carryout, regulate, and enforce any provision in LSBA, the administrative rules promulgated under LSBA, and

the orders issued pursuant to LSBA.

7. Authorized tribal official. The Tribe designates the Chairperson of the Authority to act on behalf of and bind the Tribe in anything originating under LSBA. The Chairperson of the Authority has actual authority to do all things necessary to apply for, obtain, maintain, and/or renew a sports betting operator's license for the Tribe under LSBA, excluding the authority to modify the limited waiver of tribal sovereign immunity in this Resolution.

8. No waiver of other tribal rights or limitations in LSBA. This Resolution specifically relates to the Tribe's compliance with LSBA and enforcement of LSBA by the Michigan Gaming Control Board, the Michigan Attorney General, local prosecutors, and local law enforcement. Nothing in this resolution is intended to waive the Tribe's immunity from suit by other persons or parties, such as the Tribe's vendors or patrons. Nothing in this resolution waives the Tribe's rights under LSBA, the administrative rules promulgated under LSBA, or the orders issued under LSBA, including any provisions that may limit their reach or effect. Except as stated in this Resolution, the Tribe does not waive any argument concerning whether one or more provisions of LSBA, the administrative rules promulgated under LSBA, or the orders issued under LSBA apply to an Indian tribe.

9. No amendment to tribal-state gaming compact. Nothing in this Resolution waives the Tribe's rights under its gaming compact with the State of Michigan, amends that gaming compact, or authorizes the Michigan Gaming Control Board to otherwise regulate gaming conducted by the Tribe exclusively on the Tribe's Indian lands.

10. Effective date. This resolution is effective when adopted by a simple majority of a quorum of the Tribal Council and signed by the Tribal Chairperson, or if vetoed by the Tribal Chairperson it takes effect upon veto override by vote of 7 of 9 members of the Tribal Council.

11. Duration and survival. This resolution shall remain continuously in effect while the Tribe is an applicant for a license under LSBA, has a license under LSBA, is seeking renewal of a license under LSBA, and until any outstanding administrative, civil, and/or criminal matters under LSBA, including all appeals, are resolved fully and finally. The Tribe intends for this resolution to survive any license it may obtain under LSBA to ensure that all matters that occur or arise while the Tribe holds or is applying for a sports

betting operator’s license, including any disputes or violations, are resolved and so that it can wind-down its sports betting operations in a manner consistent with LSBA should those operations cease.

12. Modification, revocation, or rescission. The Tribe will give three months’ advance written notice to the Executive Director of the Michigan Gaming Control Board if it intends to modify, revoke, or rescind this resolution by any action, including by referendum of the Tribe’s members. Unless replaced by a resolution or other action consistent with the requirements of LSBA as determined by the Michigan Gaming Control Board, the Tribe understands that modifying, revoking, or rescinding this resolution or one or more terms under it may lead the Michigan Gaming Control Board to initiate proceedings to suspend or revoke the Tribe’s sports betting operator’s license issued under LSBA, or to seek other relief.

13. Definitions. The terms used in this resolution shall have the meaning given to them in LSBA if defined there. Additionally, the following terms shall have the meaning stated below, regardless of capitalization or whether stated in the plural or singular:

- a. Related to LSBA.** Any claim, issue, license, or other matter arising out of or related to LSBA, the administrative rules promulgated under LSBA, or orders issued pursuant to LSBA.

Repeal of Prior Resolution. This Resolution repeals and replaces Tribal Resolution 070920-02.

(Source: TRIBAL RESOLUTION #090320-02)

18.400(11.21)(a) LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR GREEN SUNRISE PRODUCTS LLC, 1520 US 131 HWY, PETOSKEY MARIJUANA RETAIL LICENSE AND RELATED MATTERS

A. WHEREAS Green Sunrise Products LLC applied (Recreational: **AU-RA-000606**) to the Michigan Regulatory Agency (MRA) for a State of Michigan license to operate a retail establishment under the Michigan Regulation and Taxation of Marihuana Act (MRTMA), MCL 333.27101 *et seq.*, and associated administrative rules;

B. WHEREAS The proposed marijuana establishment is located at 1520 US 131 Hwy, Petoskey, Michigan, on land held in trust for the Tribe by the United States and leased from the

Tribe to Green Sunrise Products LLC (“the premises”);

C. WHEREAS The Tribe does not hold any direct or indirect ownership interest in Green Sunrise Products LLC, does not exercise any managerial control over Green Sunrise Products LLC, and does not fall within the definition of “applicant” under MRTMA or associated administrative rules for purposes of Green Sunrise Products LLC’s application;

D. WHEREAS The Marijuana Regulatory Agency (MRA) is responsible for administering and enforcing the State of Michigan’s marijuana laws and associated administrative rules, including conducting background investigations and inspections of applicants and licensees, investigating alleged violations, and taking disciplinary and other enforcement action against applicants and licensees;

E. WHEREAS The Michigan Department of Treasury (Treasury) and the State Treasurer are responsible for implementing, administering, and ensuring the collection of any taxes imposed under MRTMA and any other applicable taxes imposed under State of Michigan law and associated administrative rules and for administering and/or directing the investment of the funds created under MRTMA;

F. WHEREAS State and local law enforcement are responsible for enforcing and for assisting the MRA in administering and enforcing the State of Michigan’s marijuana laws and associated administrative rules, including by conducting background investigations and criminal history checks of applicants and conducting investigations of applicants and licensees to ensure compliance;

G. WHEREAS State of Michigan building code officials, code enforcement officials, and fire officials (collectively, “state building and fire officials”) are responsible for enforcing and for assisting the MRA in administering and enforcing the State of Michigan’s marijuana laws and associated administrative rules, including by conducting inspections of applicants and licensees;

H. WHEREAS The Tribe desires to lease the premises to Green Sunrise Products LLC for the purpose of Green Sunrise Products LLC participating in the State of Michigan marijuana

industry subject to the same requirements, privileges, and responsibilities as any other similarly situated entity outside the Tribe's reservation and trust lands;

I. WHEREAS Any actions by the Tribe that attempt to bar the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises as permitted under MRTMA and associated administrative rules may result in the denial, suspension, and/or revocation of any state license sought by or issued to Green Sunrise Products LLC;

J. WHEREAS The Tribe has authority under the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005 to waive tribal sovereign immunity and tribal court jurisdiction and to waive any right the Tribe may have to exclude persons from its reservation or trust lands by either Tribal Resolution and/or Certified Motion, the Tribe has provided a copy of the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005; and WOS 2015-019 Administrative Procedures Act, to the MRA, and this waiver is consistent with the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005; and WOS 2015-019 Administrative Procedures Act;

K. WHEREAS The Tribe finds that the waiver of the right to exclude and the waiver of sovereign immunity and tribal court jurisdiction contained in this resolution are necessary in order for Green Sunrise Products LLC to obtain and maintain a license to operate a marijuana establishment on the premises;

L. WHEREAS The Tribe voluntarily provides this waiver of the right to exclude and this waiver of sovereign immunity and tribal court jurisdiction.

THEREFORE, BE IT RESOLVED THAT:

- 1.** The Little Traverse Bay Bands of Odawa Indians Tribe expressly waives any right that the Tribe may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the

premises as permitted under MRTMA, applicable tax statutes, and associated administrative rules, without a warrant and without notice to Green Sunrise Products LLC or the Tribe, for the purpose of administering and enforcing the State of Michigan’s marijuana laws, applicable tax laws, and associated administrative rules.

2. The right of the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or the Treasury, state and local law enforcement, and state building and fire officials to enter the premises includes the right to go inside, outside, over, or below any structure or feature on the premises in any matter related to Green Sunrise Products LLC’s application or licensure; conduct investigations and inspections; inspect, examine, and audit relevant records of Green Sunrise Products LLC; and impound, seize, assume physical control of, or summarily remove records from the premises if Green Sunrise Products LLC fails to cooperate with an investigation.
3. This limited waiver of the right to exclude is solely for the purpose of ensuring the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, and state building and fire officials have the ability to exercise all authorities, powers, duties, functions, and responsibilities under State of Michigan law and associated administrative rules for the specific purposes identified in this resolution.
4. The Tribe expressly waives its sovereign immunity for the purpose of subjecting the Tribe to the jurisdiction of State of Michigan courts, administrative agencies, and law enforcement agencies for the sole purpose of enforcing this waiver of the Tribe’s right to exclude. No pledge of specific assets by the Tribe is necessary to satisfy any judgment or decision obtained in a State of Michigan court action or administrative proceeding contemplated by this paragraph.
5. This waiver of the Tribe’s right to exclude and limited waiver of sovereign immunity shall take effect immediately.

6. This waiver of the Tribe’s right to exclude and limited waiver of sovereign immunity shall continue in effect so long as the above-referenced state license, if issued to Green Sunrise Products LLC, is in effect; for the duration of any dispute arising out of or related to the license or operations under the license; and to allow the MRA to take action after expiration of the license as permitted under State of Michigan law and associated administrative rules.
7. If Green Sunrise Products LLC’s application for a state license is denied, this waiver of the Tribe’s right to exclude and limited waiver of sovereign immunity shall continue in effect for the duration of any administrative or judicial proceedings related to the license denial, including any appeals.
8. The Tribe, pursuant to Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005 expressly waives the jurisdiction of Little Traverse Bay Bands of Odawa Indians Tribal Court with respect to any claim or cause of action arising out of or within the scope of this resolution, including but not limited to any claim or cause of action initiated by the Tribe.
9. The Tribe acknowledges that if this limited waiver of sovereign immunity is rescinded or otherwise made ineffective, or if the Tribe asserts any right it may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises in any matter related to Green Sunrise Products LLC’s application or licensure, the MRA may in its discretion deny, suspend, revoke, restrict, refuse to renew, impose a fine against, and/or take other disciplinary action against any state license sought by or issued to Green Sunrise Products LLC.

(Source: TRIBAL RESOLUTION #111821-07)

18.400(2.22)(a) AUTHORIZING AMENDMENT TO AGREEMENT TO USE AND OCCUPY UNPATENTED GREAT LAKES BOTTOMLANDS FOR PRIVATE PURPOSES AND LIMITED WAIVER OF SOVEREIGN IMMUNITY

A. WHEREAS on September 25, 2008 the Little Traverse Bay Bands of Odawa Indians (“Tribe”), as grantee, and the Michigan Department of Environmental Quality, as grantor, entered into an Agreement to Occupy Unpatented Great Lakes Bottomlands for Private Purposes, which was recorded at Liber 1111 Page 320, Cheboygan County Records (“Agreement”);

B. WHEREAS the stated purpose of the Agreement is “to authorize the grantee to utilize the state-owned unpatented bottomland and waters over patented bottomlands for the private purpose of dockage for tribal commercial fishing, law enforcement, and biological research boats to assist tribal commercial fishers in engaging in Great Lakes treaty fishing activities pursuant to the 2000 Consent Decree or any valid successor agreement with the State of Michigan for the management of the fishery and for public viewing/fishing access and not for any other purposes.”

C. WHEREAS the dock that is subject to the Agreement is adjacent to and contiguous with property owned by the Tribe at 229 S. Huron, Mackinaw City, MI, as more fully described in the Agreement, which property the Tribe intends to transfer to the United States in trust for the Tribe (“Property”);

D. WHEREAS the Michigan Department of Environment, Great Lakes and Energy (“EGLE”) is the successor to the Michigan Department of Environmental Quality;

E. WHEREAS the Tribe intends that the Agreement remain in place after the United States accepts title of the Property in trust for the Tribe, that all duties, liabilities and obligations of grantee under the Agreement remain the sole responsibility of the Tribe, and that the United States incur no liability under the Agreement;

F. WHEREAS an amendment to the Agreement to keep it in place after conveyance of the Property to the United States in trust and absolve the United States of any duties or liability will include a waiver of the Tribe’s sovereign immunity solely to allow EGLE, and its successors, the right to enforce the Agreement in a federal or state court of competent jurisdiction to obtain any legal or equitable relief under applicable law;

G. THEREFORE BE IT RESOLVED THAT:

1. the Tribal Chairperson, by and on behalf of the Tribe, is authorized to sign an Amendment to Agreement to Use and Occupy Unpatented Great Lakes Bottomlands of Private Purposes; and
2. the Tribe expressly and irrevocably waives its immunity to suit for the limited purposes as stated in the Amendment.

(Source: TRIBAL RESOLUTION #021722-03)

18.400(11.03)(a) LIMITED WAIVER OF SOVEREIGN IMMUNITY

- A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians (LTBB) generally possesses exclusive jurisdiction over civil actions arising in LTBB Indian Country involving LTBB, its officials, agents and subordinate entities:
- B. **WHEREAS** LTBB, its officials, agent and subordinate entities possess sovereign immunity from civil suits, including actions brought in Tribal Court, unless the Tribal Council expressly waives such immunity;
- C. **WHEREAS** LTBB carries liability insurance to protect LTBB and promote fairness and justice to all persons on insured properties;
- D. **WHEREAS** waiving LTBB's immunity to suit in Tribal Court for personal injury actions on insured properties serves to protect LTBB's sovereignty, jurisdiction, business interests and members of the Tribe and general public;
- E. **WHEREAS** this Resolution is not intended to address employment and contract disputes which are the subject of separate LTBB laws, procedures, policies and/or individual contracts;

- F. THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians waives its sovereign immunity on in LTBB Tribal Court for personal injury actions arising on LTBB properties for which it carries liability insurance, including any actions that may be pending as of the date of this Resolution, to the limits of applicable liability policies in effect. LTBB does not waive its immunity for damages in excess of its insurance coverage and does not through this Resolution submit to the jurisdiction of any tribal, state or federal Court other than the LTBB Tribal Court.
- G. FURTHER RESOLVED** that this Resolution does not waive the immunity of elected and appointed officials, agents and employees of LTBB.

(Source: TRIBAL RESOLUTION #112303-02)

18.400(6.23)(a) LIMITED WAIVER OF SOVEREIGN IMMUNITY OF THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TO AUTHORIZE ARBITRATION WITH DROPBOX

- A. WHEREAS** LTBB organized under a Tribal Constitution duly adopted by the Tribal Citizenship on February 1, 2005, which provides in Article XVIII, section A:

The Little Traverse Bay Bands of Odawa Indians, including all subordinate entities, shall be immune from suit except to the extent that the Tribal Council clearly and expressly waives its sovereign immunity . . .;

- B. WHEREAS** the LTBB Accounting Department needs a way to exchange confidential digital documents with Tribal Citizens and has determined that Dropbox is the best suited vendor to fulfill the need; and
- C. WHEREAS** the Executive attempted to negotiate to revise the terms of Dropbox’s Business Agreement, an adhesion contract, to provide for arbitration enforceable only in Tribal Court, but Dropbox refused to change any terms of its agreement.

D. THEREFORE, BE IT RESOLVED that by this resolution the Tribal Council expressly waives sovereign immunity to the benefit of Dropbox and no other party for the limited and sole purpose of consenting to arbitration, with any arbitration judgment enforceable in accordance with California law, provided, that this waiver is limited to the value of the contract.

(Source: TRIBAL RESOLUTION #062223-03)

18.400(7.23)(a) LIMITED WAIVER OF SOVEREIGN IMMUNITY OF THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR AFTER-HOURS COVERAGE ON TRUST LANDS

A. WHEREAS on February 1, 2005, LTBB Tribal Citizens adopted a Tribal Constitution, which provides in Article XVIII, section A:

The Little Traverse Bay Bands of Odawa Indians, including all subordinate entities, shall be immune from suit except to the extent that the Tribal Council clearly and expressly waives its sovereign immunity, and officials and employees of the Tribe acting within the scope of their duties or authority shall be immune from suit.

B. WHEREAS Binagek, the LTBB Department of Human Services (“Binagek”), has negotiated a Memorandum of Understanding (“MOU”), attached hereto and incorporated by reference, under which the Michigan Department of Health and Human Services (“MDHHS”) will respond to after-business-hours emergencies and provide on-call protective services to adults and children residing on LTBB trust lands in Charlevoix and Emmet Counties; and

C. WHEREAS the MOU requires a waiver of sovereign immunity for the sole purpose of resolving in a Michigan state court of competent jurisdiction any dispute that arises out of the MOU between LTBB and MDHHS.

D. THEREFORE, BE IT RESOLVED, that by this resolution the Tribal Council hereby approves the MOU between the Binagek and the MDHHS.

E. BE IT FURTHER RESOLVED that the Tribal Council expressly waives sovereign immunity to the benefit of MDHHS and no other party for the limited and sole purpose of enforcing the MOU in conformance with the dispute resolution and governing law provisions therein, provided, that this waiver shall terminate upon termination of the MOU by either party.

(Source: TRIBAL RESOLUTION #072723-01)