

WAGANAKISING ODAWA



TRIBAL CODE of LAW TITLE XVIII. POST CONSTITUTION RESOLUTIONS, Chapter 5. APPROVE NEGOTIATIONS WITH ALL OTHER GOVERNMENTS, BUSINESSES OR INDIVIDUALS

2024.2

WAGANAKISING ODAWA TRIBAL CODE of LAW

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Chapter 5. Approve Negotiations With All Other Governments, Businesses or Individuals

18.501 APPROVAL TO SIGN MEMORANDUM OF UNDERSTANDING BETWEEN LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS AND NORTHWEST MICHIGAN COMMUNITY HEALTH AGENCY

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves and supports the MOU for Collaboration and Coordination between the LTBB Odawa Health Department and the Northwest Michigan Community Health Agency.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to sign the MOU.

(Source: TRIBAL RESOLUTION # 120708-03)

18.502 AUTHORIZATION FOR COOPERATIVE CONSERVATION LAW ENFORCEMENT AGREEMENTS WITH LITTLE RIVER BAND OF ODAWA INDIANS, GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA AND SAULT STE MARIE TRIBE OF CHIPPEWA INDIANS

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes Tribal Chairperson Frank Ettawageshik to execute Cooperative Conservation Law Enforcement Agreements between LTBB, the Little River Band of Ottawa Indians, the Grand Traverse Band of Ottawa and Chippewa Indians, and the Sault Ste. Marie Tribe of Chippewa Indians.

(Source: TRIBAL RESOLUTION # 032209-06)

18.503 AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL ACCORD BETWEEN THE TRIBAL LEADERS OF THE FEDERALLY RECOGNIZED INDIAN TRIBES IN MICHIGAN AND THE GOVERNOR OF THE STATE OF MICHIGAN TO

ADDRESS THE CRUCIAL ISSUE OF CLIMATE CHANGE

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians authorizes Tribal Chairperson Frank Ettawageshik to execute the Intergovernmental Accord between the Tribal Leaders of the Federally Recognized Indian Tribes in Michigan and the Governor of the State of Michigan to Address the Crucial Issue of Climate Change, as shown in the draft dated February 23, 2009, or as may be technically revised without changing the content.

(Source: TRIBAL RESOLUTION # 041909-04)

18.504 AUTHORIZATION TO ENTER INTO MEMORANDUM OF AGREEMENT WITH THE MICHIGAN DEPARTMENT OF STATE POLICE

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the Tribal Chairman, by and on behalf of Tribe, to sign the Memorandum of Agreement Between the Michigan Department of State Police and the Little Traverse Bay Bands Of Odawa Indians.

(Source: TRIBAL RESOLUTION # 071209-09)

18.505 APPROVAL TO SUBMIT: STATE OF MICHIGAN, DEPARTMENT OF HUMAN SERVICES, BUREAU OF JUVENILE JUSTICE COMMUNITY PROGRAMMING AND SUPPORT SERVICES, CHILD CARE FUND UNIT: LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS CHILD CARE FUND ANNUAL TRIBAL PLAN

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the annual submission of an LTBB Annual Plan to the State of Michigan, Michigan Department of Human Services, Community Support Division Office for approval to participate in the Child Care Fund program.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal

Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 110809-03)

18.506 APPROVAL OF INDIAN LAND CAPITAL COMPANY LOAN DOCUMENTS

A. WHEREAS the Indian Land Capital Company is willing to make the Loan to the Tribe as requested by the Tribal Council on behalf of the Tribe; and

B. NOW THEREFORE BE IT RESOLVED that the Tribal Council hereby authorizes the borrowing of \$749,000 on behalf of the Tribe, and the Legislative Leader, Treasurer or their designees are authorized and directed to sign and execute any and all necessary documents in connection with the Loan, including a Loan Agreement and a Promissory Note with the Indian Land Capital Company in a form substantially similar to those attached hereto (“Loan Documents”); and

C. BE IT FURTHER RESOLVED, the forms, terms and provisions of the Loan Documents, including the “governing law,” “limited waiver of sovereign immunity” and “binding arbitration” provisions thereof, as set out in the Loan Documents are hereby approved; and

D. BE IT FURTHER RESOLVED, that the Treasury Director of the Tribe, or his/her successor, or such other proper officer of the Tribe, including the Chief Financial Officer or designee in the Accounting Department, are hereby authorized and directed to obtain advances from and to make payments to the Indian Land Capital Company as is contemplated to be obtained and required to be made by the Tribe pursuant to the Loan Documents; and

BE IT FURTHER RESOLVED, the Legislative Leader of the Tribe and other proper officers of the Tribe are hereby authorized and directed to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and by the Loan Documents, including without limitation, the taking of such action at any time subsequent thereto and the execution and delivery at the closing and at any time subsequent

thereto any and all other documents deemed reasonably necessary or required to be delivered in connection with the execution and delivery of the Loan Documents and to effect the intentions and purposes intended thereunder and hereunder, the taking of such additional action and the execution of such additional documents being conclusive evidence of such approval, and the Legislative Leader and/or Treasurer of the Tribe is hereby authorized and directed, for and on behalf of the Tribe, to take such additional action and to sign and attest such additional documents.

(Source: TRIBAL RESOLUTION #121813-02)

18.507 AUTHORIZING LOAN FROM WELLS FARGO 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, under the Constitution, the Tribal Council may make laws of the Tribe either by statute or by resolution; and

B. WHEREAS, the Tribe owns and operates the Odawa Casino and the Odawa Hotel, 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

C. WHEREAS, there are presently outstanding \$39,962,000 of the Tribe’s 9.00% Senior Secured Notes Due 2020, secured by assets and revenues of the Odawa Casino and the Odawa Hotel (the “Existing Notes”); and

D. WHEREAS, the Tribe desires to obtain financing to, among other things, refinance the Existing Notes; and

E. 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, Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “Administrative Agent”), and Wells Fargo Bank, National Association, as the initial sole lender thereunder (in such capacity, the “Lender”), setting forth the terms and conditions of a reducing revolving credit facility in the initial principal amount of \$41,000,000 (the “Loan Agreement”);
- (b) Revolving Note in the principal amount of \$41,000,000, evidencing the Tribe’s obligation to repay to the Lender the principal borrowed under the Loan Agreement, together with interest thereon as provided under the Loan Agreement (the “Revolving Note”);
- (c) Security Agreement by the Tribe in favor of the Administrative Agent, for the benefit of the Administrative Agent and all Lenders from time to time party to the Loan Agreement, granting a security interest, with certain exceptions, in all assets and revenues of the Tribe related to the Odawa Casino and the Odawa Resort (the “Security Agreement”);
- (d) (i) Deposit Account Control Agreement (Access Restricted After Notice) among the Tribe, the Administrative Agent and Wells Fargo Bank, National Association, in its capacity as a depository bank, perfecting the security interest created by the Security Agreement in the operating accounts of the Odawa Casino and Odawa Resort identified therein, and (ii) Deposit Account Control Agreement (Access Restricted Immediately) among the Tribe, the Administrative Agent and Wells Fargo Bank, National Association, as a depository bank, perfecting the security interest created by the Security Agreement in an account required to be established under the Indenture to hold amounts that are not paid to the State of Michigan because of so-called free or promotional play (collectively, such agreements described in clauses (i) and (ii), the “Control Agreements”);

- (e) Springing Depository Agreement (the “Springing Depository Agreement”) among the Tribe, the Administrative Agent and U.S. Bank National Association, as depository bank, providing, with certain exceptions, for the deposit of all revenues of the Odawa Casino and Odawa Resort after the occurrence of a default under the Loan Agreement to secure payment of amounts due under the Loan Agreement and other Loan Documents (as defined in the Loan Agreement); and
- (f) letter from the Tribe to the Administrative Agent containing a limited waiver of the Tribe’s sovereign immunity that will apply to contractual relationships between the Tribe and the Administrative Agent or Lenders or affiliates thereof in the absence of any other effective waiver of sovereign immunity, which letter can be prospectively terminated by the Tribe at any time with respect to future contractual relationships (such letter, the “Alternative Dispute Resolution Letter”; together with the Loan Agreement, the Security Agreement, the Control Agreements and the Springing Depository Agreement, collectively, the “Financing Documents”); and

F. WHEREAS, one or more of the Financing 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

G. WHEREAS, as a condition to the Administrative Agent and the Lenders entering into the Financing 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 Agreements and payment of accrued interest thereon, (2) clarify the Tribe’s laws regarding the granting and perfection of security interests in revenues, and (3) provide for the treatment of arbitration awards related to the Financing Documents.

H. 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 Financing 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 Financing Documents and Performance Thereunder. The Tribal Council hereby approves each Financing Document in the form presented to it. The Tribal Council further hereby authorizes and approves the execution and delivery of each Financing 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 Financing 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 Financing 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 Financing Document or as may be necessary or appropriate in connection with the consummation of the transactions contemplated by the Financing Documents, including, but not limited to, (a) the taking of all actions necessary or desirable to cause all Existing Notes to be redeemed at a price equal to the principal amount thereof plus accrued

interest no later than thirty-five (35) days after all Financing Documents have been executed and delivered and (b) the transfer of funds and accounts of the Odawa Casino Resort to Wells Fargo Bank, National Association, and the execution and delivery of documentation necessary or desirable in connection therewith.

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 Financing 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 Financing 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 Financing 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 Financing Documents and irrespective of whether the Financing 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 Financing Documents. For judgments, decrees, orders, warrants, subpoenas, records or other judicial acts of the Tribe's Courts resulting from any action under the Financing 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.

7. 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.

8. 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 Financing 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).

9. 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 Financing Documents are hereby repealed and annulled to the extent of such conflict or inconsistency, and this Resolution shall supersede the same.

10. 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 #020214-01)

18.508 INITIATION OF DISPUTE UNDER SECTION VI.C.3 OF THE CORA CHARTER IN REGARDS TO THE GLRC ACTION TAKEN ON MARCH 19, 2015 TO RESTRICT LTBB'S ABILITY TO EXERCISE GREAT LAKES FISHING TREATY RIGHTS

- A.** **WHEREAS** the Little Traverse Bay Bands of Odawa Indians (LTBB) 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

- B.** **WHEREAS** the LTBB possess fishing, hunting, trapping, and gathering rights under the Treaty of Washington executed March 28, 1836; and

- C.** **WHEREAS** the LTBB was an active participant in the negotiation of and signatory to the 2000 Great Lakes Consent Decree and its accompanying documents, the Chippewa Ottawa Resource Authority (CORA) Charter and the Management Plan for the 1836 Treaty Great Lakes Waters, Chippewa Ottawa Resource Authority (Tribal Management Plan); and

- D.** **WHEREAS** LTBB is a member of CORA, along with the Sault Ste. Marie Tribe of Chippewa Indians (SSM) the Bay Mills Indian Community (BMIC), the Grand Traverse Band of Ottawa and Chippewa Indians (GTB) and the Little River Band of Ottawa Indians (LRB); and

- E.** **WHEREAS** a significant component of the 2000 Great Lakes Decree is the rehabilitation of Lake Trout in Northern Lake Michigan; and

F. WHEREAS LTBB supports the rehabilitation of Lake Trout in Northern Lake Michigan and has conducted numerous Lake Trout research projects on its own and in conjunction with the State of Michigan; and

G. WHEREAS LTBB has committed numerous resources to enforcement efforts in northern Lake Michigan. LTBB Conservation enforcement logged patrol 545.6 hrs. and 9,482 miles on the Great Lakes in 2014; and

H. WHEREAS the CORA Total Allowable Catch (TAC) for Lake Trout Management units MM1,2,3 was 450,000 lbs in 2013 and 2014; and

I. WHEREAS the total CORA Lake Trout harvest in MM1,2,3 was 527,100 lbs in 2013, a TAC exceedance of 77,100 lbs, 17.1%; and

J. WHEREAS at the time of this resolution, the total CORA Lake Trout harvest in MM1,2,3 was estimated to be 539,527lbs in 2014, a TAC exceedance of 89,527 lbs, 19.9%; and

K. WHEREAS two SSM fishing operations and one GTB fishing operation accounted for over 360,000lbs of Lake Trout harvest, 80% of the Lake Trout TAC in MM1,2,3 in 2013; and

L. WHEREAS SSM harvested approximately 296,550 lbs in 2013 of lake trout accounting for over 66% of the TAC and 310,792lbs in 2014 of Lake Trout accounting for over 69% of the TAC, an exceedance of over 205,000lbs in 2013 and an exceedance of over 220,000 lbs in 2014, well over 3/5 of the approved CORA MM 1,2,3 Lake Trout TAC; and

M. WHEREAS GTB harvested approximately 181,004lbs in 2013 and 140,502lbs in 2014 of Lake Trout accounting for over 40% and 31%, respectively, of the TAC, an exceedance of over 91,000 lbs in 2013 and an exceedance of over 50,000 lbs in 2014 over 1/5 of the approved CORA MM 1,2,3 Lake Trout TAC; and

N. WHEREAS the SSM and GTB combined harvest exceeded the total 450,000 lbs of Lake Trout TAC available to all 5 CORA Tribes in 2013 and 2014. 477,554 lbs in combined harvest in

2013 and 451,294 lbs combined harvest in 2014; and

O. WHEREAS LTBB harvested approximately 47,101lbs in 2013 and 72,852 in 2014, accounting for less than 15% of the actual total CORA Lake Trout harvest in MM 1,2,3; 42,899 less than 1/5 of the approved CORA MM 1,2,3 Lake Trout TAC in 2013, and 17,148 lbs less than 1/5 in 2014; and

P. WHEREAS Section V.E.7 of the Tribal Management Plan states that “The Sault Tribe shall cap the number of its operations fishing in WFM-04 in any year at the number of such operations who fished in WFM-04 in 1999 minus the number of gill net converters who fished in WFM-04 in that year but moved their operations to either of the Tribal trap net zones”; and

Q. WHEREAS SSM exceeded the cap of 10 operations as determined above in 2011 (11) and again in 2014 (12); and

R. WHEREAS Section X.C.4.b of the 2000 Great Lakes Decree limits the number of captain’s licenses SSM can issue, stating: “(1) The number of large boat and small boat captain’s licenses shall each be capped at the number outstanding on January 1, 2000. (2) Special permits authorizing the use of large mesh gill nets shall be prohibited. (3) The number of large boat and small boat captain’s licenses issued at any time shall be the number in each category outstanding on January 1, 2000, less the number replaced with trap net conversion licenses.”; and

S. WHEREAS SSM enacted regulations in 2007 that authorized the issuance of “Co-Captains” licenses which vastly increased the number of SSM fishing operations beyond the number permissible under Section X.C.4.b of the 2000 Great Lakes Consent Decree; and

T. WHEREAS SSM gill net effort has doubled and Lake Trout harvest has tripled since 2008 in MM 1,2,3; and

U. WHEREAS Section V.A of the Tribal Management Plan states that “Restrictions shall be designed to protect those fishers who most depend upon fishing in the waters involved...”; and

V. WHEREAS Section V.C of the Tribal Management Plan details six criteria to be evaluated in determining dependence of the fishery, which are:

1. Dependence upon the fishery during the time prior to the five (5) year period.
2. Proximity of the fisher's home port or residence to the area in question.
3. Whether the fisher's Tribe has historically used the fishing grounds in question.
4. Family tradition of fishing in the area in question.
5. The seasonal pattern of the fisher's fishing activity.
6. The practical prospect for relocation of fishing effort by the fisher into another area in which the available fishery may sustain additional effort that will not result in undue inconvenience or economic hardship.

W. WHEREAS LTBB had 7 licensed commercial captains and 4 helpers who participated in the Lake Trout fishery in MM 1,2,3 in 2014; and

X. WHEREAS of the LTTB Tribal Citizens who participated in the Lake Trout fishery in MM 1,2,3 in 2014, five had 100% of their harvest reported from MM 1,2,3 and 4 had over 94% of their harvest reported from WFM-04; and

Y. WHEREAS 6 of the LTTB Tribal Citizens who participated in Lake Trout fishery in MM 1,2,3 (specifically WFM-04 and MM3) live within LTBB's Reservation and 9 live within 25 miles of the Cross Village or Wilderness State Park access site that they fished from; and

Z. WHEREAS LTBB has historically fished the waters within MM 1,2,3 being directly adjacent to the LTBB Reservation, and its historic and modern communities; and

AA. WHEREAS LTBB Tribal Citizens who participated in the Lake Trout fishery in MM 1,2,3 fish in the area, specifically WFM-04, throughout the year including gill net sets through the ice; and

BB. WHEREAS, LTTB Tribal Citizens who participated in the Lake Trout fishery in MM 1,2,3 are small boat fishermen with limited operations and modest means and thus do not have the ability move to other areas or lakes to fish; and

CC. WHEREAS, while Section V.F of the Tribal Management Plan specifies that the “last out” provisions shall not apply, it in no way negates Sections V.A, B, or C with respect to Lake Trout harvest in MM 1,2,3; and

DD. WHEREAS, based on the provisions of the Management Plan and 2000 Great Lakes Consent Decree cited above, corrective action to rectify 2013 and 2014 TAC of Lake Trout harvested from MM 1,2,3 must not negatively impact the LTBB fishery due its very small percentages of the TAC, cultural significance of fishing in MMM 1,2,3 to LTBB, and recognition in the Tribal Management plan that LTBB was prevented from legally exercising their Great Lakes fishing Treaty Rights prior to the entry of the 2000 Great Lakes Consent Decree and that accommodations would be made to allow for the growth of LTBB’s fishery, as opposed to its restriction. Under the criteria listed in section V.C of the Tribal Management Plan LTBB’s reliance on the area and disproportionate economic impact prohibit restriction of LTBB’s exercising of Treaty Rights by imposing a 600lbs bag limit on LTBB fishers; and

EE. WHEREAS, laundering of Lake Trout from trap net operations to gill net fishermen is illegal and has been identified as a problem contributing to 2013 and 2014 Lake Trout overages in MM1,2,3; and

FF. WHEREAS the current catch reporting system is outdated and has contributed to delays in accurate determinations of Lake Trout harvested; and

GG. WHEREAS, Great Lakes Resource Committee of CORA (GLRC) passed the following motions on March 19th, 2015;

1. Motioned by Mr. Grondin, supported by Clarence Hudak, there will be no exemption from a target fishing regulation in MM-123.
2. Motioned by Mr. Grondin, supported by Desmond Berry, target fishing is prohibited of lake trout in all grids of MM-123. There will be a 600 lbs. daily catch limit per vessel per day for all and as specified in the Consent Decree for WFM-04, a 400 lbs. daily catch limit per vessel per day for Bay Mills, Sault Tribe and Little River Band for the duration of 2015, subject for review in August 2015.

HH. NOW THEREFORE BE IT RESOLVED, that for the reasons stated above the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the LTBB Natural Resources Commission to commence dispute resolution under the CORA Charter seeking the following relief:

1. GLRC rescind the motions made March 19th, 2015.
2. in accordance with the Tribal Management Plan, acknowledging LTBB's inability to legally exercise Great Lakes fishing Treaty Rights prior to the 2000 Great Lakes Decree and the need to allow for growth of, and at a bare minimum not further restrict, LTBB's ability to exercise Great Lakes fishing Treaty Rights be maintained, and that in light of LTBB's recognized relation to the waters of WFM-04 and the continued dependence of its fishermen to access and fish in those waters (as documented above) that no bag limit shall be imposed upon LTBB in WFM-04.
3. SSM be required to immediately cease the issuance of co-captain licenses, and the amount of Lake Trout harvested from MM 1,2,3 by or through the use of co-captain licenses and that amount of Lake Trout harvested be deducted from the total amount SSM shall be allowed to harvest in the two subsequent fishing years after the total amount is determined.
4. GLRC require GTB and SSM to present new regulations and/or enforcement actions to GLRC to prevent the illegal laundering of Lake Trout from trap net operations to gill net fishermen.
5. GLRC limit the number of SSM fishing operations in WFM-04 to 8

operations in 2015 and 9 operations in 2016.

6. GLRC require SSM to present to GLRC for their review and approval regulations designed to ensure sufficient measures are in place to prevent any future fishing operations cap violations in WFM-04.

7. GLRC implement a “real time” computerized catch reporting system by 2017.

8. SSM and GTB shall be required to increase their respective number of hours and miles patrolled in MM1,2,3 by 20% above their documented 2014 amounts.

9. GLRC adopt the following management action to address the 2013 and 2014 overages: BMIC, LRB, SSM and GTB apply a 400lbs (round weight) bag limit per vessel per day to gill net harvest of Lake Trout in WFM-04 , BMIC, LRB, SSM and GTB that apply a 500lbs (round weight) bag limit per vessel per day to gill net harvest of Lake Trout in the inter-tribal waters of MM 1,2,3 outside of WFM-04 and that there be no retention of Lake Trout by any trap net operations (all tribes) in MM1,2,3 . Effective April 1st, 2015- December 31st, 2015.

10. LTBB will closely monitor its Lake Trout harvest within MM 1,2,3 and will act quickly to enact regulations to ensure that its total Lake Trout harvest in 2015 does not exceed 90,000 lbs.

II. FURTHER RESOLVED that the LTBB Natural Resources Commission supports this Tribal Resolution, and this Resolution initiates the dispute resolution procedure under Section VI.C.3.a of the CORA Charter.

(Source: TRIBAL RESOLUTION #040915-04)

18.509(12.16)(b) AUTHORIZING THE RE-FINANCING AND CONVERSION OF THE LOAN FROM WELLS FARGO BANK, NATIONAL ASSOCIATION

A. WHEREAS under the Tribe's Constitution adopted by the members of the Tribe on February 1, 2005 (the "Constitution"), the "Tribal Council" referred to therein, consisting of nine (9) members of the Tribe, is the elected legislative branch of the Tribe and the "Tribal Chairperson" (also referred to as the "Executive") and "Vice-Chairperson" referred to therein

constitute the elected executive branch of the Tribe; and

B. 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

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

D. WHEREAS the Tribe owns and operates the Odawa Casino and the Odawa Hotel, 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

E. WHEREAS at the end of December 2016 there is an outstanding balance of \$25,204,115.79 on the existing loan from Wells Fargo Bank, National Association ("Wells Fargo") that was authorized by Resolution 020214-01, and implemented through the Loan Agreement between the Tribe, Wells Fargo as administrative agent, and Wells Fargo as the sole lender with the closing date of February 7, 2014, and various related ancillary loan documents (the "Existing Loan Documents");

F. WHEREAS the Tribe desires to obtain re-financing of the existing loan balance and convert the revolving credit facility under the Existing Loan Documents to an amortizing term loan in an amount equal to the outstanding principal amount of the existing loan;

G. WHEREAS there has been presented to the Tribal Council for its consideration the Term Loan Conversion and Amendment of Existing Credit Facility — Summary of Terms and

Conditions, reflecting anticipated terms for the conversion of the revolving facility under the Existing Loan Documents to an amortizing term loan between the Tribe, as borrower, Wells Fargo, as administrative agent (in such capacity, the "Administrative Agent"), and Wells Fargo, as the sole lender thereunder (in such capacity, the "Lender")

H. THEREFORE BE IT RESOLVED THAT:

1. The Tribal Council approves re-financing and conversion of the existing loan with Wells Fargo pursuant to such loan documents and amendments to the Existing Credit Facility as may be necessary and appropriate in connection therewith; and
2. The provisions of Resolution 020214-01 (Authorizing Loan from Wells Fargo 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, and Adopting Law Regarding Security Interests and Addressing Related Matters) will remain in effect and applicable to the re-financing and conversion of the Existing Credit Facility.
3. Authorized Representatives. The Tribal Council authorizes the Tribal Chairperson, and the Tribal Treasurer (each, an "Authorized Representative"), to execute and deliver on behalf of the Tribe any documents related to the Term Loan Conversion and Amendment of Existing Credit Facility authorized in Section 1 of this Resolution.

(Source: TRIBAL RESOLUTION #121516-02)

18.510(2.17)(a) SUPPORT FOR CHIPPEWA OTTAWA RESOURCE AUTHORITY LITIGATION SUPPORT REQUEST FOR FY 2018

- A. WHEREAS** the Waganakising Odawak, known as the Little Traverse Bay Bands of Odawa Indians, is a nation of citizens with inherent sovereignty and right to self-governance;
- B. WHEREAS** the Little Traverse Bay Bands of Odawa Indians (LTBB or Tribe) 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 being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621);

C. WHEREAS Tribal citizens have harvested fish in the Great Lakes for subsistence and commercial purposes since time immemorial. The Tribe’s right of subsistence and commercial fishing reserved in Article 13 of the 1836 Treaty is of central cultural, social and economic significance to LTBB and its citizens. LTBB is a party to the case of *United States v. Michigan*, 2:73-CIV-26 (WD MI) in which the Tribes’ fishing rights in the 1836 Treaty ceded portions of the Great Lakes were upheld, and it is a signatory to the 2000 Consent Decree entered in that case;

D. WHEREAS LTBB is a member of the Chippewa Ottawa Resource Authority (CORA), the purpose of which is to ensure, through inter-tribal coordination and cooperation, the conservation and wise utilization of the natural resources reserved to the Tribes in the 1836 Treaty. The other CORA member Tribes are the Bay Mills Indian Community, the Sault Ste. Marie Tribe of Chippewa Indians, the Grand Traverse Band of Ottawa and Chippewa Indians, and the Little River Band of Ottawa Indians;

E. WHEREAS the 2000 Consent Decree expires in 2020, and its renegotiation will require extensive travel and expert assistance. The conduct of this negotiation and/or litigation will engender significant litigation expenditures, which are not within the capacity of LTBB to undertake on its own;

F. WHEREAS in furtherance of the effective implementation of the Great Lakes Treaty fishing right through negotiation and/or litigation beyond the year 2020 CORA has applied to the Department of the Interior, Bureau of Indian Affairs (BIA) for FY 2018 litigation support funding;

G. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians approves and supports submission of the request for FY 2018 litigation support funds by the Chippewa Ottawa Resource Authority to the Bureau of Indian Affairs. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians approves and supports submission of the request for FY 2018 litigation support funds by the Chippewa Ottawa

Resource Authority to the Bureau of Indian Affairs.

H. FURTHER RESOLVED that the Executive Director of the Chippewa Ottawa Resource Authority is authorized to undertake any and all actions necessary to obtain approval of this request for litigation support funding, and to sign any resulting contract documents for approved funding under the provisions of PL 93-638, as amended.

I. FINALLY RESOLVED that the LTBB Chairperson or designee is authorized to execute, by and on behalf of LTBB, any other documents that may be necessary to support the Chippewa Ottawa Resource Authority's request for Litigation Support Funds.

(Source: TRIBAL RESOLUTION #020217-01)

18.511(3.17)(a) AUTHORIZING REFINANCING LOAN FROM WELLS FARGO BANK, NATIONAL ASSOCIATION AND RELATED DOCUMENTS, AUTHORIZING TRIBAL APPROPRIATIONS FOR PAYMENTS OF THE LOAN, REAFFIRMING AND RE-ADOPTING LAW GOVERNING THE ARBITRATION OF DISPUTES RELATED TO THE LOAN, REAFFIRMING AND RE-ADOPTING LAW REGARDING SECURITY INTERESTS AND ADDRESSING RELATED MATTERS

A. 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, the "Little Traverse Act"); and

B. WHEREAS under the Tribe's Constitution adopted by the members of the Tribe on February 1, 2005 (the "Constitution"), the "Tribal Council" referred to therein, consisting of nine (9) members of the Tribe, is the elected legislative branch of the Tribe and the "Tribal Chairperson" (also referred to as the "Executive") and "Vice-Chairperson" referred to therein constitute the elected executive branch of the Tribe; and

C. 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

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

E. WHEREAS the Tribe owns and operates the Odawa Casino and the Odawa Hotel, 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

F. WHEREAS on February 7, 2014, the Tribe, as a borrower, and Wells Fargo Bank, National Association (“Wells Fargo”), as administrative agent (in such capacity, the “Administrative Agent”) and as the sole lender (in such capacity, the “Lender”), entered into a certain Loan Agreement setting forth the terms and conditions of a reducing revolving credit facility in the initial principal amount of \$41,000,000 (as amended, supplemented, restated or otherwise modified from time to time, the “Prior Loan Agreement”), and executed each of the following (collectively, each as amended to date, the “Existing Loan Documents”):

- (a) Security Agreement dated as of March 12, 2014, by the Tribe in favor of the Administrative Agent;
- (b) (i) Deposit Account Control Agreement (Access Restricted Immediately) dated as of March 12, 2014, among the Borrower, the Administrative Agent and Wells Fargo, as depository bank; and (ii) two Deposit Account Control Agreements (Access Restricted After Notice) dated as of February 7, 2014, among the Tribe, the Administrative Agent and Wells Fargo, as depository bank.

- (c) Springing Depository Agreement dated as of March 12, 2014, among the Tribe, the Administrative Agent and U.S. Bank National Association, as depository bank; and
- (d) letter from the Tribe to the Administrative Agent containing a limited waiver of the Tribe’s sovereign immunity that will apply to contractual relationships between the Tribe and the Administrative Agent, the Lender and affiliates thereof; and

G. WHEREAS the Tribe desires to refinance and amend the credit facility described in the Prior Loan Agreement to convert such credit facility into a term loan, but desires to leave all other Existing Loan Documents in place and effective;

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

- (a) Amended and Restated Loan Agreement between the Tribe, as borrower, Wells Fargo, as the Administrative Agent, and Wells Fargo, as the Lender (the “Loan Agreement”);
- (b) Term Note in the principal amount of \$24,380,952.32 (the “Term Note”; together with the Loan Agreement, the “Refinancing Loan Documents”); and

I. WHEREAS the Existing Loan Documents and the Refinancing Loan Documents, collectively, are hereinafter referred to as the “Financing Documents”;

J. WHEREAS one or more of the Financing 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

K. WHEREAS, as a condition to the Administrative Agent and the Lender entering into the Refinancing Documents and converting the revolving credit facility to a term loan, 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 loan extended to the Tribe under the Financing Documents and payment of accrued interest thereon, (2) reaffirm the Tribe’s laws regarding the granting and perfection of security interests in revenues, and (3) reaffirm the treatment of arbitration awards

related to the Financing Documents.

L. 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's entering into the Refinancing Loan Documents and reaffirming the Existing Loan Documents are 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 Financing Documents and Performance Thereunder. The Tribal Council hereby (i) reaffirms each Existing Loan Document and obligations of the Tribe thereunder and (ii) approves each Refinancing Loan Document in the form presented to it. The Tribal Council further hereby authorizes and approves the execution and delivery of each Refinancing 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 Financing 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 Refinancing 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 Financing Document or as may be necessary or appropriate in connection with the consummation of the transactions contemplated by the

Financing 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 Financing Document and such provisions are hereby approved or reaffirmed, as applicable, 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 Financing 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 Financing 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 Financing Documents and irrespective of whether the Financing 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 Financing Documents. For judgments, decrees, orders, warrants, subpoenas, records or other judicial acts of the Tribe's Courts resulting from any action under the Financing 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 (i) reaffirms that Section 6 of Tribal Resolution #020214-01 (the "Original Authorizing Resolution"), which resolution is entitled "Authorizing Loan from Wells Fargo 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" adopted by the Tribal Council on February 2, 2014, is in full force and effect without being repealed or otherwise amended and applies in all respects to each of the Financing Documents and the transactions set forth therein, and (ii) for the avoidance of doubt, re-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.
7. Enactment of Arbitration Law Applicable Solely to Financing Documents. The Tribal Council hereby (i) reaffirms that the Limited Arbitration Provisions adopted as law pursuant to Section 7 of the Original Authorizing Resolution and Exhibit A attached to the Original Authorizing Resolution is in full force and effect without being repealed or otherwise amended and is applicable to, and encompasses in all respects, each of the Financing Documents, and (ii) for the avoidance of doubt, re- enacts as a law of the Tribe the “Limited Arbitration Provisions” set forth in **EXHIBIT A** attached hereto.
8. 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 Financing 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).

9. 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 Financing Documents are hereby repealed and annulled to the extent of such conflict or inconsistency, and this Resolution shall supersede the same.
10. 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.

(Source: TRIBAL RESOLUTION #032317-01)

**18.512(7.15)(a) MICHIGAN DEPARTMENT OF TRANSPORTATION
PERFORMANCE RESOLUTION FOR TRIBAL GOVERNMENTS**

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070915-04
COPY

Michigan Department
Of Transportation
2207D (10/11)

**PERFORMANCE RESOLUTION FOR
TRIBAL GOVERNMENTS**

Page 1 of 2

This Performance Resolution is required by the Michigan Department of Transportation for purposes of Issuing to a sovereign tribal government an "Individual Permit for Use of State Trunkline Right of Way," or an "Annual Application and Permit for Miscellaneous Operations Within State Trunkline Right of Way."

RESOLVED WHEREAS, the Little Traverse Bay Bands of Odawa Indians
(Name of Sovereign Tribal Government)

hereinafter referred to as the "TRIBAL GOVERNMENT," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under state trunkline right of way at various locations; within and adjacent to its tribal government properties;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the TRIBAL GOVERNMENT agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. Any work performed for the TRIBAL GOVERNMENT will be solely as for the TRIBAL GOVERNMENT and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the TRIBAL GOVERNMENT, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims against the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof will be the sole responsibility of the TRIBAL GOVERNMENT. Certificate of insurance shall be provided to the Department by the contractors. The liability policies shall meet the requirements of the Department's Permit.
3. The TRIBAL GOVERNMENT will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State trunkline right of way resulting from the installation, construction, operation and/or maintenance of the TRIBAL GOVERNMENT'S facilities according to a PERMIT issued by the DEPARTMENT.
4. With respect to any activities authorized by PERMIT, when the TRIBAL GOVERNMENT requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
5. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.

B. This resolution shall continue in force from this date until cancelled by the TRIBAL GOVERNMENT or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the TRIBAL GOVERNMENT with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within state trunkline right of way on behalf of the TRIBAL GOVERNMENT.

Name	and/or	Title
Tribal Administrator		
Tribal Chairperson		

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the Tribal Council of the Little Traverse Bay Bands of Odawa Indians
(Name of Sovereign Indian Tribe)

at a meeting held on the 29th day of July 2015 A.D.
Signed Marcella Reyes Title Treasurer
Print Name Marcella Reyes

(Source: TRIBAL RESOLUTION #070915-04 Michigan Dept. of Transportation Template)

18.513(8.15)(a) WATER SERVICE TO ODAWA ECONOMIC DEVELOPMENT MANGEMENT , INC. (OEDMI) LEASED PROPERTY

WHEREAS to pursue non-gaming economic development the Tribal Council chartered a Tribal Corporation, Odawa Economic Development Management, Inc. (OEDMI), and tasked OEDMI with redevelopment of the former Victories Casino site, on the corner of Lears Rd and U.S. 131, Petoskey MI 49770, (“Victories Casino”), which the Tribe intends to develop for mixed retail and food services to be known as the “Shops at Victories;”

- A. WHEREAS** the Tribe entered into a lease with OEDMI for a period of 25 years, with a 25 year renewal option, for the Victories Casino property, the lease having been duly approved by the Department of the Interior, Bureau of Indian Affairs (“BIA”), per federal law;
- B. WHEREAS** the property subject to the lease between the Tribe and the OEDMI is legally described in the survey prepared by Benchmark Engineering dated July 7, 2011, Job Number 11-098, attached hereto as Exhibit A (the “Victories Property”);
- C. WHEREAS** the portion of Lears Road on the south side of Victories Casino, between US 131 and Howard Street, is a federal highway, the Tribe having granted a road right-of-way to the BIA over its trust land for development of Lears Road;
- D. WHEREAS** the Tribe intends to grant the BIA a right-of-way for development of a public federal road through the Victories Property and the BIA intends to grant the Tribe a blanket utility easement in the right-of-way;
- E. WHEREAS** the City of Petoskey (“City”) maintains a water main along the Lears Road federal right-of-way through which it provides water service to the Tribe’s health center, Independence Village, and other businesses and residences along said portion of Lears Road, and to the former Victories Casino;
- F. WHEREAS** OEDMI has secured funding for infrastructure, entered into development agreements, and now intends to arrange for the water supply to the Victories Property;
- G. WHEREAS** the Tribe, as beneficial owner of the Victories Property, which is held in trust for the Tribe by the United States, has authority to permit the City of Petoskey to supply water services to the Victories Property;
- H. WHEREAS** the OEDMI plans to construct water mains and related infrastructure to enable the City to supply water services in the road rights-of-way as depicted on the Road and Parking Right of Way Map (“NDG Map”) prepared by Northwest Design Group dated July 6, 2015, Project No. 1140502, attached hereto as Exhibit B (the “Victories Road Rights-of-Way”).

I. THEREFORE BE IT RESOLVED:

1. The Tribe and the OEDMI jointly and severally grant, warrant and convey to the City the right and authority to construct, maintain, alter, replace, extend, repair, or remove water lines and related equipment, including existing water mains and extensions thereof on the Victories Property, in the Victories Road Rights-of-Way and surrounding Victories Property as depicted on the NDG Map.

2. OEDMI, through a licensed contractor, will construct a water main within the Victories Road Rights-of-Way, being a federal right-of-way including all appurtenances, such as valves, hydrants, and water services, at no cost to the City. The water main construction will be observed under the supervision of a licensed engineer, and will be constructed and tested and approved per MDEQ permit requirements and City construction standards. The City will be allowed to observe and inspect all construction facilities. Upon certification of completion by the licensed engineer, and City's concurrence that the water main is ready for operation, the City will approve hook-up to the water main on Lears Road, at which point ownership of the water main within the Victories Road Rights-of-Way will be turned over to the City.

3. The City shall be responsible for maintenance and repair of the water mains pursuant to the City Code of Ordinances and applicable law, except the Tribe, OEDMI and their tenants, agents, successors and assigns acknowledge the City is expressly reserving all rights under law available to the City including rights of governmental immunity.

4. The Tribe and OEDMI shall be responsible for all water service lines and appurtenances on the Victories Property, the same as all owners of property located in the City pursuant to the City Code of Ordinances.

5. The City shall possess such rights of ingress and egress over the Victories Property as are necessary or reasonable for all purposes incident to water line installation and distribution activities. Such rights include, by way of illustration and not limitation, the following:

A. The right to install water meters for each user located on the Victories Property including the right to access all meters for reading, repairs, replacement and the

right to calculate water consumption;

B. The right to separately bill all users of water on the Victories Property pursuant to the City Code of Ordinances now in effect and as amended from time to time (the “City Codes”);

C. The right to shut off water for non-payment or other violations pursuant to the City Codes.

6. No structure or other barrier shall be constructed or maintained anywhere on the Property that would interfere with the City’s ability to maintain its water line.

7. The Tribe, its sub-entities, including OEDMI, employees, officials, guests, lessees, sub-lessees and invitees will not engage in any activity that would damage or hinder the maintenance of the City’s water line on the Victories Property or that would otherwise be prohibited by City ordinance.

8. This Resolution shall be binding on the OEDMI and the Tribe’s tenants, successors and assigns as to the Victories Property with the same force and effect as a utility easement that runs with the land. The Tribe shall reference this Resolution in all leases and agreements that relate to the Victories Property.

9. The OEDMI and Tribe shall cause all of its tenants, successors, and assigns to be contractually bound by the City of Petoskey Code of Ordinances as it relates to the use and consumption of City water services.

10. This Resolution may be recorded with the Emmet County Register of Deeds in order to place the terms and conditions of this Resolution as part of the public record.

(Source TRIBAL RESOLUTION #080615-01)

18.514(1.06)(a) CORA REGISTRATION OF BOATS, SNOWMOBILES AND ORV’S

- A. WHEREAS** the Tribe’s right to harvest fish in the Michigan waters of Lakes Superior, Michigan and Huron was reserved in Treaty of March 28, 1836 (7 Stat. 491);
- B. WHEREAS** the nature, scope and extent of the Tribe’s right have been the subject of litigation in United States, et al., v. State of Michigan, Case No.2: 73 CV 26, (W.D. MI.), which is currently subject to a 20-year management and allocation order of the Federal Court, issued on August 7, 2000, commonly known as the Consent Decree;
- C. WHEREAS** the Consent Decree contemplates that management and regulation of the treaty fishery is to be carried out by the Chippewa Ottawa Resource Authority (CORA) pursuant to its Charter;
- D. WHEREAS** Article V, Section (B) of the CORA Charter authorizes the entity to exercise such duties and responsibilities as delegated to it by its member Tribes;
- E. WHEREAS** the Consent Decree recognizes the authority of the Tribes to manage and regulate the treaty fishery, and in particular, to register fishing vessels utilized by their citizens in carrying out treaty-protected fishing activities, in Sections VI(A)(5)(d) and VI(A)(6)(D);
- F. WHEREAS** the CORA Board has determined that it is beneficial to the member Tribes’ fishers that the registration of fishing vessels be subject to uniform standards common to all 1836 Treaty Tribes and the CORA Board has requested that each Tribe authorize the CORA staff to implement and maintain such a registry;
- G. WHEREAS** the LTBB Natural Resource Commission at its meeting on January 11, 2006, has taken action in agreement with the CORA request and is requesting similar action by the LTBB Tribal Council.
- H. THEREFORE BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians hereby authorizes CORA to register LTBB Tribal citizens’ commercial/subsistence vessels, ORV’s, snowmobiles and research vessels, and also those vessels utilized by the Tribe in carrying out management and enforcement activities, this authorization to remain in place until rescinded by further action by the Tribe.

(Source: TRIBAL RESOLUTION #012206-05)

**18.515(3.06)(a) RECOMMENDATION TO THE STATE OF MICHIGAN FOR
INCLUSION OF ANISHINAABEMOWIN AS A SECOND LANGUAGE IN
EDUCATIONAL REQUIREMENTS**

- A. WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe and;
- B. WHEREAS** the Little Traverse Bay Bands of Odawa Indians Reservation boundaries are primarily surrounded by the State of Michigan and as such the students from our reservation primarily attend schools with curriculum controlled by the State of Michigan;
- C. WHEREAS** the State of Michigan is currently considering a public school graduation requirement that students attend two years of a foreign language;
- D. WHEREAS** Anishinaabemowin is the primary language of the indigenous peoples of the territory that became the State of Michigan;
- E. WHEREAS** the Constitution of Little Traverse Bay Bands of Odawa Indians recognizes Anishnaabemowin as the Traditional Language of the Tribe and the Constitution's first directive promotes revitalization of Anishnaabemowin.
- F. THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council desires the State of Michigan to recognize Anishinaabemowin as a second language alternative for high school graduation requirements and consider using the terminology of second language rather than foreign language in graduation requirements.
- G. FURTHER RESOLVED**, the Tribal Executive is directed to deliver this resolution to any and all State of Michigan officials that have influence over this decision.

(Source: TRIBAL RESOLUTION #031906-04)

18.516(3.06)(b) TO STOP CONDUCTING BUSINESS WITH “PETE’S PIPE AND BARREL” AS LONG AS THEY DISPLAY A “CIGAR STORE INDIAN”

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe and;

B. WHEREAS many Tribal Members feel the “Cigar Store Indian” is a sign of racism and oppression;

C. WHEREAS “Pete’s Pipe and Barrel” displays a “Cigar Store Indian” inside the store during the winter and outside the store during the summer;

D. WHEREAS the display of this symbol is so prominent that it was painted into the building size mural in the Clinton Hotel parking lot on Michigan St. in Petoskey;

E. WHEREAS when confronted about the subject in the mural the artist gracefully stated that he would never had painted this symbol had he know anyone felt it was a symbol of racism and oppression and he immediately painted a flower bed over the “Cigar Store Indian”;

F. WHEREAS both Gijigowi (Victor Kishigo) and Fred Harrington have approached the store owner and expressed concerns that the statue is a symbol of oppression and racism, the owner has taken this under advisement;

G. THEREFORE, BE IT RESOLVED as long as “Pete’s Pipe and Barrel” displays a “Cigar Store Indian” the Tribal Government and its enterprises and any entities owned or managed by the Tribe in whole or in part shall be forbidden from conducting business with “Pete’s Pipe and Barrel”.

H. FURTHER RESOLVED, the Tribal Executive is hereby directed to deliver this resolution to the owner of the store and request the statue be removed from view of the public or any customers.

I. FINALLY BE IT RESOLVED, the penalty for violation of this resolution shall be cause for termination.

(Source: TRIBAL RESOLUTION #031906-05)

18.517(5.06)(a) REQUESTING REPATRIATION OF THE TRIBE'S ANCESTRAL REMAINS AND BURIAL ITEMS FROM THE UNIVERSITY OF MICHIGAN FOR PROPER CEREMONY AND REBURIAL

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe;

B. WHEREAS the Little Traverse Bay Bands of Odawa Indians has repatriated our ancestors and their burial related possessions from every museum and university that was identified possessing these people and items;

C. WHEREAS the University of Michigan labeled an entire collection of remains and burial items as “culturally unaffiliated or unidentifiable” without contacting our Native American Graves and Repatriation Officer;

D. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council has information and belief that no attempt was made to identify Tribal affiliation of much of the collection held by the University of Michigan;

E. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council has information and belief that many of the human remains and burial items came from our traditional lands including most of the counties within our territories ceded in the Treaty of 1836, and are culturally affiliated with our Tribe;

F. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians directs the Tribal Executive to contact University of Michigan President Mary Sue Coleman and demand immediate return of our ancestors and their burial items for proper ceremony and reburial.

(Source: TRIBAL RESOLUTION #050706-02)

18.518(5.06)(b) APPROVAL OF “INTERGOVERNMENTAL ACCORD BETWEEN THE TRIBAL LEADERS OF THE FEDERALLY RECOGNIZED TRIBES IN MICHIGAN AND THE GOVERNOR OF THE STATE OF MICHIGAN TO EXPAND JOINT ECONOMIC DEVELOPMENT ACTIVITIES”

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians seeks to promote economic development to provide jobs and security for current and future Tribal members and the community as a whole;

B. WHEREAS Article VIII(C)(2) of the LTBB Constitution delegates to the Chairperson the power "to represent the Little Traverse Bay Bands of Odawa Indians in an ambassadorial capacity" and Article VII(D)(23) delegates to the Tribal Council the power to "approve negotiations with any other governments, businesses or individuals by a majority vote of the Tribal Council;"

C. WHEREAS On May 13, 2005, the leaders of the federally recognized tribes in Michigan and the Governor entered into an Intergovernmental Accord affirming their commitment to expand their joint economic base in which they agreed to designate representatives to meet at least twice each year to improve the coordination and utilization of economic development programs and resources by tribal and state governments;

D. WHEREAS to expand the commitment in the May 13, 2005 Accord, the Chairperson, other Tribal Leaders and the Governor have drafted an Intergovernmental Accord between the Tribal Leaders and the Federally Recognized Indian Tribes in Michigan and the Governor of the State of Michigan to expand Joint Economic Development Activities;

E. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves the document as negotiated by the Executive titled "Intergovernmental Accord between the Tribal Leaders and the Federally Recognized Indian Tribes in Michigan and the Governor of the State of Michigan to expand Joint Economic

Development Activities," anticipated to be executed by the Tribal Leaders and Governor on or about May 30, 2006 as shown in the final draft dated March 23, 2006, or as may be modified without substantially changing the content or intent.

(Source: TRIBAL RESOLUTION #050706-03)

18.519(6.06)(a) APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, THE EMERGENCY MANAGEMENT DIVISION OF EMMET COUNTY AND THE EMERGENCY MANAGEMENT DIVISION OF THE MICHIGAN DEPARTMENT OF STATE POLICE

- A. WHEREAS** the Little Traverse Bay Bands of Odawa Indians seeks to promote the health and safety of its citizens and all persons present within its territory;
- B. WHEREAS** effective mitigation against, preparation for, response to, and recovery from natural or human-made emergencies or disasters are enhanced by inter-governmental cooperation and coordination;
- C. WHEREAS** to this end LTBB has negotiated a Memorandum of Understanding Between the Little Traverse Bay Bands of Odawa Indians, the Emergency Management Division of Emmet County, and the Emergency Management Division of the Michigan Department of State Police;
- D. THEREFORE BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves the document as negotiated by the Executive titled "Memorandum of Understanding Between the Little Traverse Bay Bands of Odawa Indians, the Emergency Management Division of Emmet County, and the Emergency Management Division of the Michigan Department of State Police," as may be modified without substantially changing the content or intent to be executed by the Tribal Chairperson.

(Source: TRIBAL RESOLUTION #061106-11)

18.520(6.18)(a) AUTHORIZING FIRST AMENDMENT TO AMENDED AND RESTATED WELLS FARGO LOAN AGREEMENT

A. WHEREAS under the Tribe’s Constitution adopted by the members of the Tribe on February 1, 2005 (the “Constitution”), the “Tribal Council,” consisting of nine (9) members of the Tribe, is the elected legislative branch of the Tribe and the “Tribal Chairperson” (also referred to as the “Executive”) and “Vice-Chairperson” constitute the elected executive branch of the Tribe;

B. 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 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

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

D. WHEREAS the Tribe owns and operates the Odawa Casino and the Odawa Hotel, 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

E. WHEREAS on February 7, 2014, the Tribe, as a borrower, and Wells Fargo Bank, National Association (“Wells Fargo”), as administrative agent (in such capacity, the “Administrative Agent”) and as the sole lender (in such capacity, the “Original Lender”), entered into a certain Loan Agreement setting forth the terms and conditions of a reducing revolving credit facility in the initial principal amount of \$41,000,000 (as amended, supplemented, restated

or otherwise modified from time to time, the “Prior Loan Agreement”), and executed each of the following (collectively, each as amended to date, the “2014 Loan Documents”):

- (a) Security Agreement dated as of March 12, 2014, by the Tribe in favor of the Administrative Agent;
- (b) (i) Deposit Account Control Agreement (Access Restricted Immediately) dated as of March 12, 2014, among the Borrower, the Administrative Agent and Wells Fargo, as depository bank; and (ii) two Deposit Account Control Agreements (Access Restricted After Notice) dated as of February 7, 2014 among the Tribe, the Administrative Agent and Wells Fargo, as depository bank.
- (c) Springing Depository Agreement dated as of March 12, 2014, among the Tribe, the Administrative Agent and U.S. Bank National Association, as depository bank; and
- (d) letter from the Tribe to the Administrative Agent containing a limited waiver of the Tribe’s sovereign immunity that will apply to contractual relationships between the Tribe and the Administrative Agent, the Original Lender and affiliates thereof; and

F. WHEREAS as authorized by Tribal Resolution 032317-01, on March 28, 2017 the Tribe, as borrower, various financial institutions as lenders, and Wells Fargo, as Administrative Agent, entered into an Amended and Restated Loan Agreement (the “2017 Loan Agreement”), which converted the loan made pursuant to the Prior Loan Agreement to a term facility with the initial principal balance of \$24,380,952.32, together with certain notes and related additional documents which amended and restated, and replaced, the 2014 Loan Documents (collectively, such amended and restated and additional documents executed in connection with the 2017 Loan Agreement, including the First Amendment referenced below, the “Existing Loan Documents”);

G. WHEREAS there has been presented to the Tribal Council for its consideration the First Amendment to Amended and Restated Loan Agreement (the “First Amendment”), which amends certain provisions in the 2017 Loan Agreement;

H. WHEREAS the First Amendment contains and incorporates by reference certain 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

I. WHEREAS as a condition to the Administrative Agent and the Lender entering into the First Amendment, the Tribe desires to provide, under the laws of the Tribe, for the authorization of the execution and performance of the First Amendment and the 2017 Loan Agreement, as amended by the First Amendment.

J. THEREFORE BE IT RESOLVED THAT:

1. Findings. The Tribal Council 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’s entering into the First Amendment and reaffirming the Existing Loan Documents are 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 Existing Loan Documents and Performance Thereunder. The Tribal Council reaffirm each of the Existing Loan Documents and obligations of the Tribe thereunder and approves the First Amendment in the form presented to it. The Tribal Council authorizes and approves the execution and delivery of the First Amendment on behalf of the Tribe by one or more Authorized Representatives referred to in Section 3 below, substantially in the form presented or with such modifications or changes 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 the First Amendment, the Tribal Council also authorizes the performance of the 2017 Loan Agreement, as amended by the First Amendment authorized hereby 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 the First Amendment 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 the First Amendment or as may be necessary or appropriate in connection with the consummation of the transactions contemplated by the First Amendment.

4. Approval of Waiver of Sovereign Immunity and other Dispute Resolution Provisions. The Tribal Council has been advised of each Dispute Resolution Provision contained or referenced in the First Amendment and such provisions are hereby approved or reaffirmed, as applicable, 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 or referenced in the First Amendment and each other Existing 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 First Amendment; 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 First Amendment and each other Existing Loan Document and irrespective of whether the First Amendment or any other Existing 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 Existing Loan Documents. For judgments, decrees, orders, warrants, subpoenas, records or other judicial acts of the Tribe’s Courts resulting from any action under the Existing 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. Reaffirmation of Security Interest Provisions. The Tribal Council hereby (i) reaffirms that Section 6 of Tribal Resolution #020214-01 and Section 6 of Tribal Resolution 032317-01 (together, the “Original Authorizing Resolutions”), which resolutions are entitled “Authorizing Loan from Wells Fargo 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” adopted by the Tribal Council on February 2, 2014 and “Authorizing Refinancing Loan from Wells Fargo Bank, National Association and related Documents, Authorizing Tribal Appropriations for Payments of the Loan, Reaffirming and Readopting Law Governing the Arbitration of Disputes related to the Loan, Reaffirming and Readopting Law Regarding Security Interests and Addressing Related Matters” adopted by the Tribal Council on March 23, 2017, are each in full force and effect without being repealed or otherwise amended and applies in all respects to each of the Existing Loan Documents and the transactions set forth therein.

7. Reaffirmation of Enactment of Arbitration Law Applicable Solely to Existing Loan Documents. The Tribal Council hereby (i) reaffirms that the Limited Arbitration Provisions adopted as law pursuant to Section 7 of each of the Original Authorizing Resolutions and Exhibit A attached to each of the Original Authorizing Resolutions are in full force and effect without being repealed or otherwise amended and is applicable to, and encompasses in all respects, each of the Existing Loan Documents, and (ii) for the avoidance of doubt, re-enacts as a law of the Tribe the “Limited Arbitration Provisions” set forth in EXHIBIT A attached hereto.
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 Existing 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.

(Source: TRIBAL RESOLUTION #060718-01)

18.521(11.18)(a) REQUEST TO THE SECRETARY OF THE INTERIOR TO ASSUME STATE HISTORIC PRESERVATION OFFICE (SHPO) RESPONSIBILITIES AND ESTABLISH A TRIBAL HISTORIC PRESERVATION OFFICE PROGRAM

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians enacted the statute of Tribal Historic Preservation Office Protection and Management for Archaeological, Historical, and Cultural Properties and Cultural Resources in May of 2013 that established the Tribal Historic Preservation Office;

B. WHEREAS the purpose of the Office is to provide for a comprehensive program of historic preservation to promote the protection and conservation of archaeological, historical and cultural resources of the Tribe;

C. WHEREAS the National Historic Preservation Act (Public Law 89-665 and amendments thereto; 16 U.S.C. 470 et seq.) provides for Tribes to enter into a partnership agreement in the National Program of Historic Preservation through the Department of the Interior National Park Service including technical assistance as needed in developing a program plan and assisting in the applications process;

D. WHEREAS the National Historic Preservation program is strengthened by providing Indian Tribes with the opportunity to be full partners in the program. Tribal assumption of these functions is an exercise of the government-to-government relationship between the United States and the Indian Tribes.

E. WHEREAS the National Historic Preservation Act provides for a tribe to assume all or any part of the functions of a State Historic Preservation Officer if:

- I.** Submit an official request from “...*the tribe’s chief governing authority...*”
- II.** Designate, through appointment by the chief governing authority or by ordinance, “...*a tribal preservation official to administer the tribal historic preservation program...*”; and
- III.** Provide a plan that describes how the functions to be assumed will be carried out;

F. WHEREAS the Tribe is a domestic sovereign with the authority to assume State Historic Preservation Officer responsibilities under the National Historic Preservation Act, and to enter into a Memorandum of Agreement.

G. WHEREAS In accordance with Tribal Historic Preservation Office Protection and Management for Archaeological, Historical, and Cultural Properties and Cultural Resources Statute, the Tribal Chair has nominated Melissa Wiatrolik as the Deputy Tribal Historic Preservation Officer and on November 29, 2018, Tribal Council approved the nomination and appointed Melissa Wiatrolik as the Deputy Tribal Historic Preservation Officer together with Wesley Andrews as advisory consultant to fulfill the duties of the Tribal Historic Preservation Officer and program plan.

H. THEREFORE, BE IT RESOLVED that Tribal Council is requesting the National Park Service of the Department of the Interior accept the Little Traverse Bay Bands of Odawa Indians Tribal Historic Preservation Officer (THPO) Program plan wherein Melissa Wiatrolik will serve as the Deputy Tribal Historic Preservation Officer together with Wesley Andrews as advisory in order to fulfill the duties of the Tribal Historic Preservation Officer and program plan.

(Source: Tribal Resolution #112918-01)

18.522(1.19)(a) TRANSFER AND SEGREGATION OF COMPACT PAYMENT

A. WHEREAS to foster and enhance Tribal governmental operations and programs, the general welfare of the Tribe and its members, and Tribal economic development, LTBB operates a class III gaming operation under the Indian Gaming Regulatory Act and the Tribal/State Compact entered into in 1998, and amended in 2003 and 2008;

B. WHEREAS the Compact includes a provision for “Economic Incentive Payments to State” and the Tribe is in the process of analyzing whether the conditions for continuing the payment remain in place;

C. WHEREAS this analysis does not impact the 2% payment to local governments under Section 18 of the Compact;

D. THEREFORE BE IT RESOLVED that the Tribal Council directs the Odawa Casino to transfer the 6% payment that would be due 45 days after December 31, 2018 to the Tribal government to be placed in a segregated account or otherwise be separately accounted until such time that Tribe has made a determination on whether or not the conditions for continuing the payment remain in place.

(Source: TRIBAL RESOLUTION #012619-01)

18.523(3.19)(a) TRANSFER AND SEGREGATION OF COMPACT PAYMENT

A. WHEREAS to foster and enhance Tribal government operations and programs, the general welfare of the Tribe and its members, and Tribal economic development, LTBB operates a class III gaming operation under the Indian Gaming Regulatory Act and the Tribal/State Compact entered into in 1998, and amended in 2003 and 2008;

B. WHEREAS the Compact includes a provision for “Economic Incentive Payments to State: and the Tribe is in the process of analyzing whether the conditions for continuing the payment remain in place;

C. WHEREAS this analysis does not impact the 2% payment to local governments under Section 18 of the Compact;

D. THEREFORE, BE IT RESOLVED that the Tribal Council authorizes and directs the Odawa Casino Resort to separate and transfer to the Tribal Government the 6% compact payment for Mackinaw and Petoskey OCR locations each month, within twenty (20) days subsequent to month end. The transfers shall begin January 2019, and such transfers shall be deposited into a short-term investment account as selected by the Senior Financial Analyst.

(Source: TRIBAL RESOLUTION #030719-02)

18.524(3.19)(b) TRANSFER OF FUNDS IN EXCESS OF “THREE YEAR FREE PLAY AMOUNT

A. WHEREAS starting in 2010 the Odawa Casino Resort segregated and maintained funds that represented the difference between the proper GAAP valuation of promotional free play as a zero-cent wager and the artificial assignment of value in calculating amounts due the State and Local Revenue Sharing Board under the Compact;

B. WHEREAS the Loan Agreement between the Tribe and Wells Fargo Bank, National Association requires keeping these funds in a Free Play Reserve Account;

C. WHEREAS on June 14, 2018, the Tribe and Wells Fargo entered into an amendment to their Amended and Restated Loan Agreement on March 28, 2017. The 2018 Amendment requires the Tribe to keep Free Play Assissments in the Free Play Reserve Account for the amount accumulated for the past three calendar years. The 2018 Amendment says that “to the extent that the amounts on deposit in the Free Play Reserve Account exceed the Three Year Free Play Amount calculated as of the most recent fiscal year end, the Borrower may withdraw such excess amount from the Free Play Reserve Account and utilize such amount for such purposes as may be authorized by the Tribal Council or otherwise permitted by Applicable Law;

D. WHEREAS as of December 31, 2017 there was \$3,403,465 in the Free Play Reserve Bank Account. Additionally, per GAAP guidelines, \$173,663 was accrued in January 2018 for December 2017 totaling \$3,576,128.20 leaving \$2,464,821.08 available for withdrawal.

E. WHEREAS as of December 31, 2018 there was \$4,080,271.23 per GAAP guidelines in the Free Play Reserve Account, with the Three-Year Free Play amount being \$1,426,164.81, leaving \$2,654,106.42 available for withdrawal.

F. THEREFORE, BE IT RESOLVED THAT the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and directs 1) all funds in the Free Play Escrow Account

as of the end of fiscal year 2018 in excess of three years be transferred to the Tribal government
2) at the end of subsequent years, all funds in excess of three years be calculated and transferred
to the Tribal government no later than January 31st of subsequent year.

G. FURTHER, BE IT RESOLVED THAT it will be transferred to the short-term investment account until the best interest-bearing accounts can be selected for deposit.

(Source: TRIBAL RESOLUTION #030719-03)

18.525(3.19)(a) AUTHORIZATION FOR MICHIGAN INDIAN LEGAL SERVICES, INC. TO PURSUE AMERICORPS FUNDING ON BEHALF OF THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TO DEVELOP A MEDICAL-LEGAL PARTNERSHIP

A. WHEREAS the Tribe’s Constitution directs the Tribal government to promote with special care the health interests of its citizens;

B. WHEREAS Michigan Indian Legal Services, Inc. (MILS) is a legal aid organization with offices in Traverse City, Michigan that provides qualifying individuals with free legal services;

C. WHEREAS MILS seeks to operate a medical-legal partnership with LTBB that will serve low income patients, including but not limited to elders and people with disabilities;

D. WHEREAS the terms and conditions of the partnership between MILS and LTBB will be subject to a memorandum of understanding;

E. WHEREAS LTBB realizes that collaborative partnerships between legal services programs and healthcare institutions can provide low-income patients with a means to address critical health impacting legal needs;

F. WHEREAS MILS seeks to submit an application on behalf of LTBB to the Corporation for National and Community Services for an AmeriCorps Indian Tribes Program Grant in an

effort to establish medical-legal partnerships and implement those efforts in conjunction with LTBB;

G. WHEREAS MILS must be identified as a “tribal organization” and must be authorized to act on behalf of and include LTBB in a CNCS grant application for the purpose of conducting the activities and providing the services described in the application;

H. WHEREAS both MILS and LTBB have demonstrated effectiveness to administer programs and activities in the delivery of services to Indian families through previous grant awards;

I. WHEREAS MILS will assume full responsibility for the fiscal integrity of this application, including full responsibility for any matching funds;

J. WHEREAS MILS will include LTBB in the program development and implementation of this application.

K. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians approves Michigan Indian Legal Services, Inc. as a tribal organization for purposes of applying for this grant and authorizes it to serve as legal applicant for federal funding through the Corporation for National and Community Service, on behalf of and including the Little Traverse Bay Bands of Odawa Indians in the proposed grant activities. The Tribal Chairperson or designee is authorized on behalf of LTBB to sign any documents necessary to facilitate submission of the application.

(Source: TRIBAL RESOLUTION #032819-01)

18.526(11.20)(a) AUTHORIZATION TO ENTER INTO COMMON INTEREST CONFIDENTIALITY AGREEMENTS WITH OTHER ENTITIES ALIGNED WITH EFFORT TO DECOMMISSION ENBRIDGE’S LINE 5

A. WHEREAS LTBB enacted Tribal Resolution 030515-01 titled “Decommission and Safe Removal of Pipeline Running under the Straits of Mackinac” that says “to honor the Tribe's duty

to protect the natural environment and its Great Lakes Treaty fishing rights, the portion of Enbridge Inc.'s Line 5 running under the Straits of Mackinac must be decommissioned and safely removed as soon as possible.”;

B. WHEREAS LTBB enacted Tribal Resolution 113017-01 stating “the Tribe opposes any attempts to construct a tunnel under the Straits of Mackinac in lieu of decommissioning Line 5”;

C. WHEREAS LTBB is an intervening party in Michigan Public Service Commission Case U-20763 regarding Enbridge’s application to relocate a segment of Line 5 into a tunnel under the Straits of Mackinac, and is engaged in other forums including the United States Army Corp of Engineers and the Michigan Department of Energy, Great Lakes and the Environment to work toward decommission and safe removal of Line 5;

D. WHEREAS LTBB’s interests with regard to Line 5 are closely aligned with those of numerous Tribes, environmental organizations and other entities;

E. THEREFORE, BE IT RESOLVED the Little Traverse Bay Bands of Odawa Indians authorizes general counsel James Bransky to sign common interest confidentiality agreements with any Tribes, environmental organizations or other entities whose interests are aligned with those of LTBB with regard to the decommission and safe removal of Enbridge Inc.’s Line 5 running under the Straits of Mackinac.

(Source: TRIBAL RESOLUTION #110520-01)

18.527(3.21)(a) AUTHORIZATION FOR EXECUTION OF GUARANTY FOR TRIBE TO SERVE AS GUARANTOR FOR ODAWA ECONOMIC DEVELOPMENT MANAGEMENT, INC. LINE OF CREDIT WITH FIFTH THIRD BANK

A. WHEREAS by Waganakising Odawak Statute 2009-024 the Tribe authorized charter of Odawa Economic Development Management, Inc. (“OEDMI”) as a wholly owned Tribal corporation to pursue non-gaming economic development, subsequently adopted OEDMI’s charter and leased it the Tribal trust land now known as Victories Square;

B. WHEREAS OEDMI has negotiated a \$1,000,000 line of credit with Fifth Third Bank (“Lender”) to aid in the continued development of Victories Square that requires the Tribe to serve as guarantor;

C. WHEREAS the Tribal Council has been presented with and reviewed the Guaranty;

D. WHEREAS the Tribal Council has determined that the terms and provisions of the Guaranty and the financial covenants provided for thereunder as security for the line of credit to OEDMI are in the best interests of the Tribe.

E. THEREFORE, BE IT RESOLVED that the Guaranty and any other documents, agreements, instruments, amendments and certificates related thereto to which the Tribe is a party, delivered in connection therewith or required thereby, setting forth such rights and obligations and otherwise addressing or dealing with such subjects or matters consistent with the terms of the Guaranty and determined to be necessary, appropriate or desirable by the Authorized Persons (designated below) executing the same, after consulting with the Tribe’s legal and financial advisors, the execution thereof by such Authorized Person to be conclusive evidence of such determination (collectively, the “Guaranty Documents”) be, and they hereby are, approved, authorized and confirmed in all respects;

F. NOW THEREFORE BE IT FURTHER RESOLVED that the Tribe authorizes, approves and confirms the governing law, its limited waiver of sovereign immunity, its consent to jurisdiction, waivers of venue, exhaustion, and waiver of jury trial (the “Dispute Resolution Provisions”) as set forth in the Guaranty, by and through this Resolution, hereby expressly and unequivocally grants such Dispute Resolution Provisions set forth below (capitalized terms used in the text below, but not defined herein, shall have the meanings ascribed to them in the Guaranty and all section references in the text below shall refer to sections in the Guaranty);

G. NOW THEREFORE BE IT FURTHER RESOLVED that the Tribe determines that the limited waiver of sovereign immunity set forth above and in the Guaranty and the other Dispute Resolution Provisions, subject to the authorization contained herein, conform in all respects to the laws of the Tribe;

H. NOW THEREFORE BE IT FURTHER RESOLVED that the Treasurer of the Tribal Council (the “Authorized Persons”) be, and they hereby are authorized and directed to, after consulting with the Tribe’s legal and financial advisors, negotiate, execute and deliver in the name and on behalf of the Tribe, the Guaranty, together with any amendments or modifications thereto, as such Authorized Persons may deem necessary or desirable and in the Tribe’s best interest, as the case may be (as conclusively evidenced by the take of such action or the execution and delivery of such agreements, instruments or documents, as the case may be) and such documents are hereby confirmed and approved, such approval to be conclusively evidenced by the execution and delivery of the final form of the Guaranty by the Authorized Persons;

I. NOW THEREFORE BE IT FURTHER RESOLVED that, upon the execution and delivery of the Guaranty together with any amendments or modifications thereto, they shall be the valid and binding obligations of the Tribe enforceable in accordance with their respective terms;

J. NOW THEREFORE BE IT FURTHER RESOLVED: that any member of the Tribal Council may certify to the Lender a copy of these resolutions and the specimen signature of each Authorized Person, and that execution of documents by the Authorized Person will continue to have full binding effect beyond her term in office and these resolutions will remain in full force and effect until written notice to the contrary is received by the Lender;

K. NOW THEREFORE BE IT FURTHER RESOLVED that the Tribe shall not pass or adopt any resolutions or approve or allow any other action of the Tribe, or any of its officers, employees, agents, subdivisions, agencies or instrumentalities, of any nature that shall abrogate the contractual rights of the Lender under the Guaranty Documents for so long as any amounts owing thereunder shall remain outstanding. Upon execution of any document herein authorized, such document shall become a valid and binding obligation of the Tribe, enforceable in accordance with its terms for purposes of tribal law and the laws of all other applicable jurisdictions.

L. NOW THEREFORE BE IT FURTHER RESOLVED that any resolutions or other actions of the Tribe, or any of its officers, employees, or agents, either written or established by tradition that are in conflict with or inconsistent with the terms of these resolutions or any

provision set forth in any document authorized to be executed hereunder are hereby to such extent superseded by such conflicting or inconsistent term for so long as any obligations under the Guaranty Documents shall remain outstanding. These resolutions shall supersede any prior or currently existing resolutions or other actions of the Tribe, or any of its officers, employees or agents, subdivisions, agencies or instrumentalities, that is contrary to the actions authorized or contemplated herein or in a document authorized hereunder to the extent that it is so contrary.

M. NOW THEREFORE BE IT RESOLVED that the undersigned does hereby certify to Fifth Third Bank, National Association (the “Lender”), in connection with a \$1,000,000 revolving loan to be made to Odawa Economic Development Management, Inc., a corporation chartered by the Little Traverse Bay Bands of Odawa Indians (the “Borrower”) with the Little Traverse Bay Bands of Odawa Indians serving as guarantor (“Guarantor”), and evidenced by a Revolving Note and Guaranty that she is the duly elected and acting Secretary of the Guarantor; that, as such, she has access to its records, is familiar with the matters herein certified and is authorized to execute and deliver this certificate in the name and on behalf of the Guarantor; and hereby further certifies that the following individual has been duly elected and holds the office set forth opposite her name, and has the authority to execute the Guaranty. The true and genuine signature of each of the individuals listed below appears next to his or her name:

Name: Marcella Reyes Title: Tribal Council Treasurer

Signature: _____

IN WITNESS WHEREOF, I have executed this Certificate of Secretary on this March 11, 2021.

Julie Shananaquet, Secretary

N. NOW THEREFORE BE IT FURTHER RESOLVED: that these resolutions shall become effective as of the date and time of its enactment by the Tribe.

(Source: TRIBAL RESOLUTION #031121-01)

18.528(1.22)(a) AUTHORIZING FIRST AMENDMENT TO LOAN AGREEMENT FROM PNC BANK, NATIONAL ASSOCIATION, AND RELATED DOCUMENTS, AUTHORIZING TRIBAL APPROPRIATIONS FOR PAYMENTS OF THE LOAN, CONFIRMING ADOPTION OF LAW GOVERNING THE ARBITRATION OF DISPUTES RELATED TO THE LOAN, CONFIRMING ADOPTION OF LAW REGARDING SECURITY INTERESTS AND ADDRESSING RELATED MATTERS

A. WHEREAS under the Tribe’s Constitution adopted by the members of the Tribe on February 1, 2005 (the “Constitution”), the “Tribal Council” referred to therein, consisting of nine (9) members of the Tribe, is the elected legislative branch of the Tribe and the “Tribal Chairperson” (also referred to as the “Executive”) and “Vice-Chairperson” referred to therein constitute the elected executive branch of the Tribe; and

B. 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

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

D. WHEREAS the Tribe owns and operates the Odawa Casino Resort and the Odawa Hotel in Petoskey, Michigan, and the Odawa Casino Mackinaw in Mackinaw City, 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

E. WHEREAS the Tribe, as Borrower, and PNC Bank, National Association (PNC), as Lender, entered into a Loan Agreement dated July 10, 2020 (the “Loan Agreement”), which the Tribal Council authorized by Tribal Resolution 070920-01, secured by assets and revenues of the Odawa Casino Resort and the Odawa Hotel; and

F. WHEREAS the Tribe desires to enter into a First Amendment to the Loan Agreement and execute a Term Note (First Amendment) in the amount of \$3,000,000.00 to obtain financing for acquisition of new gaming equipment for the Casinos; and ; and

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

a. First Amendment to Loan Agreement (the “First Amendment”) between the Tribe, as borrower, PNC Bank, National Association, (the “Lender”), amending the terms and conditions of Laon Agreement for a commitment in the amount of \$3,000,000.00;

b. Term Note (First Amendment) in the principal amount of \$3,000,000 and the Term evidencing the Tribe’s obligation to repay to the Lender the respective principal amounts borrowed under the First Amendment to Loan Agreement, together with interest thereon as provided under the First Amendment Loan Agreement; and

c. The Tribe acknowledges that the Loan Agreement included Security Agreement, which remains in place, 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” together with the First Amendment, the Term Note (First Amendment), the Loan Agreement, and each other Loan Document (as defined in the Loan Agreement));

H. 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

I. WHEREAS as a condition to the Lender 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.

J. THEREFOR 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, 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, including the General Manager and the Director of Finance of the Odawa Casino Resort and the Odawa Hotel in Petoskey, Michigan, and the Odawa Casino Mackinaw in Mackinaw, Michigan (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, amendments to the Loan 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. The Tribe acknowledges and confirms all previously executed Loan Documents which do not directly conflict with the First Amendment to Loan Agreement.

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.**

7. 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.

8. Appropriation. The Tribal Council hereby appropriates all such funds and revenues of the Odawa Casino Resort and Odawa Hotel 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).

9. 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.

10. 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, execution by the Tribal

Chairperson, or Tribal Council override of an Executive veto.

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 #012022-02)

18.529(5.23)(a) WATER, SEWER AND ELECTRIC SERVICES TO SECOND STREET INDIAN TOWN DEVELOPMENT

A. WHEREAS the Tribe is the beneficial owner of a number of contiguous parcels held in trust by the United States on Second Street in Harbor Springs in the area commonly referred to

as Indian Town as shown in the survey map prepared by Wade Trim, Job ODW2022-01G, attached as Exhibit A (“Property”);

B. WHEREAS the Tribe has developed a site plan for the Property to initially construct elders housing. The full build out is shown in the Seven Generations Architecture and Engineering Site Layout, August 29, 2022, attached as Exhibit B;

C. WHEREAS the City of Harbor Springs (“City”) maintains its water main, sewer and electric lines along Second Street through which it provides water, sewer and electric service to the current residences outside of the Tribe’s trust parcels, and historically provided water, sewer and electric services to residences that were located within the Property;

D. WHEREAS the Tribe plans to construct water and sewer lines and related infrastructure to enable the City to supply water and sewer services in the structures as shown in Exhibit B;

E. THEREFORE BE IT RESOLVED:

1. The Tribe grants, warrants and conveys to the City the right and authority to construct, maintain, alter, replace, extend, repair, or remove water, sewer and electric lines and related equipment, including existing water, sewer and electric lines and extensions thereof on the Property.

2. The Tribe, through a licensed contractor, will construct water and sewer lines to connect the structures to the City mains including all appurtenances, such as valves, hydrants, and water and sewer services, at no cost to the City. The water and sewer line construction will be observed under the supervision of a licensed engineer, and will be constructed and tested and approved per EGLE permit requirements and City construction standards. The City will be allowed to observe and inspect all construction facilities. Upon certification of completion by the licensed engineer, and City’s concurrence that the water and sewer lines are ready for operation, the City will approve hook-up to the water and sewer mains on Second Street, at which point ownership of the water and sewer lines within the Second Street development will be turned over to the

City.

3. The electric lines shall be run underground and located by agreement between the Tribe's licensed contractor and the City Department of Public Works.

4. The City shall be responsible for maintenance and repair of the water, sewer and electric lines pursuant to the City ordinances and applicable law, except the Tribe, and its tenants, agents, successors and assignees acknowledge the City is expressly reserving all rights under law available to the City including rights of governmental immunity. The Tribe understands and agrees that under current city law the owner is responsible for the cost of installation and maintenance of water, sewer and electric lines from the curb stop to the structures.

5. The Tribe shall be responsible for all water service lines and appurtenances on the Property, the same as all owners of property located in the City pursuant to the City ordinances and applicable law.

6. The City shall possess such rights of ingress and egress over Property as are necessary or reasonable for all purposes incident to water, sewer and electric line installation and distribution activities. Such rights include, by way of illustration and not limitation, the following:

- a. The right to install water and electric meters for each user located on the Property including the right to access all meters for reading, repairs, replacement and the right to calculate water consumption, sewer volume and electric usage;
- b. The right to separately bill all users of water, sewer and electric on the Property pursuant to the City ordinances now in effect and as amended from time to time (the "City Codes");
- c. The right to shut off water or electric services for non-payment or other violations pursuant to the City ordinances.

7. No structure or other barrier shall be constructed or maintained anywhere on the Property that would interfere with the City's ability to maintain its water, sewer and electric lines.
8. The Tribe, its sub-entities, employees, officials, guests, lessees, sub-lessees and invitees will not engage in any activity that would damage or hinder the maintenance of the City's water, sewer and electric lines on the Property or that would otherwise be prohibited by City ordinance.
9. This Resolution shall be binding on the Tribe's tenants, successors and assigns as to the Property with the same force and effect as a utility easement that runs with the land. The Tribe shall reference this Resolution in all leases and agreements that relate to the Property.
10. The Tribe shall cause all of its tenants, successors, and assigns to be contractually bound by the City of Harbor Springs ordinances that relate to the use and consumption of City water, sewer and electric.
11. The surrounding parcels currently or historically served by City water, sewer and electric lines that have run through the Property, including Tax ID#s 51-15-14-200-101, 51-15-14-200-102 and 51-15-14-200-105 may continue to receive City water, sewer and electric service by lines running through the Property to be located by mutual agreement of the Tribe's licensed contractor and City Department of Public Works.
12. In the event the City or local Fire Authority is called to respond to an event on the Property the responding fire department shall have the same authority to enter the Property, issue orders necessary to protect life and property, and take any other actions, as when fighting fires elsewhere in the City. The Tribal Chairperson is authorized to sign the Fire Protection Services Agreement, by and on behalf of the Tribe.
13. Any disputes relating the provision of City water, sewer and electric services to the Property that are not resolved informally are subject to the jurisdiction of courts of the

State of Michigan, and the Tribe waives its sovereign immunity for the sole and limited purpose of resolving such disputes.

14. The Tribal Chairperson is authorized to sign the MOA with the City attached as Exhibit C to make the contents of this Resolution a binding Agreement between LTBB and the City. The signed version of Exhibit C will be attached to and kept on file with this Resolution.

15. This Resolution may be recorded with the Emmet County Register of Deeds in order to place the terms and conditions of this Resolution as part of the public record.

(Source: TRIBAL RESOLUTION #051123-01)

18.530(8.23)(a) REVOKING THE DELEGATION OF AUTHORITY TO THE CHIPPEWA OTTAWA RESOURCE AUTHORITY TO REGISTER FISHING VESSELS, SNOWMOBILES, AND VEHICLES USED FOR THE EXERCISE OF TREATY FISHING

A. WHEREAS the Waganakising Odawak Nation, known as the Little Traverse Bay Bands of Odawa Indians (“LTBB” or “Tribe”), and its citizens are vested with inherent sovereignty and the right to self-governance;

B. WHEREAS LTBB is a federally recognized Indian Tribe under Public Law 103-324, and is a party to the Treaty of Detroit of 1855 (11 Stat. 621) and the Treaty of Washington of March 28, 1836 (7 Stat. 491), in which LTBB reserved, among other rights, the right of its Citizens to harvest fish in the waters of Lakes Superior, Michigan and Huron;

C. WHEREAS these treaty-reserved fishing rights were recognized by the Consent Decree entered on August 7, 2000 in *United States, et al. v. State of Michigan*, Case No. 2:73 CV 26, (W.D. MI.) that formalized a regulatory scheme under which LTBB, along with four other tribes comprising the Chippewa Ottawa Resource Authority (“CORA”) manage and regulate the treaty fishery, and in Sections VI(A)(5)(d) and VI(A)(6)(D), register fishing vessels utilized by their

citizens in carrying out treaty-protected fishing activities;

D. WHEREAS the Consent Decree contemplated certain management and regulatory functions being performed by CORA, which in 2005 requested LTBB to authorize it to register fishing vessels and other vehicles used to exercise treaty fishing rights on the Great Lakes;

E. WHEREAS at a meeting held January 11, 2006, the LTBB Natural Resource Commission supported CORA’s request to register fishing vessels and requested the approval of the Tribal Council;

F. WHEREAS by Resolution #012206-05, the Tribal Council delegated the authority to “CORA to register LTBB Tribal citizens’ commercial/subsistence vessels, ORVs, snowmobiles and research vessels, and also those vessels utilized by the Tribe in carrying out management and enforcement activities, with the authorization effective until rescinded by further action by the Tribe”;

G. WHEREAS the Natural Resources Protection Statute, WOS 2008-012, at section VI(C) vests the Natural Resources Department with authority to “[i]ssue NRC authorized permits, licenses and collect costs for such, including registration of vessels and vehicles used principally for exercise of Treaty Rights”; and

H. WHEREAS at a meeting on May 24, 2023, the Natural Resource Commission discussed the Natural Resource Department’s capability to efficiently register vehicles and vessels, with the discussion culminating in a motion recommending the Tribal Council rescind the authority delegated by Tribal Resolution #012206-05 to CORA to register boats, snowmobiles and off-road recreational vehicles.

I. THEREFORE, BE IT RESOLVED that effective September 1, 2023, the Tribal Council revokes the authority delegated to CORA by Tribal Council Resolution #012206-05.

J. BE IT FURTHER RESOLVED that the Tribal Council directs the LTBB Natural Resources Department to exercise its statutory authority to register LTBB Tribal citizens’ and

Tribal Government’s boats, snowmobiles and off-road vehicles that are used to carry out Treaty rights harvesting, research, management and enforcement activities.

(Source: TRIBAL RESOLUTION #081023-02)

18.531(10.23)(a) AUTHORIZING PAYMENT OF OEDMI OVERDRAFT AT FIFTH THIRD BANK

- A. WHEREAS** the LTBB Constitution authorizes Tribal Council to establish and regulate corporations to manage the economic affairs and enterprises of LTBB and its members;
- B. WHEREAS** Tribal Council exercised this authority by, among other things, enacting Waganakising Odawak Statute 2009-024, which establishes Odawa Economic Development Management, Inc. (“OEDMI”);
- C. WHEREAS** Tribal Council previously passed Tribal Resolution # 031121-01, “Authorization for Execution of Guaranty for Tribe to Serve as Guarantor for Odawa Economic Development Management, Inc. Line of Credit with Fifth Third Bank”;
- D. WHEREAS** this account is now overdrawn by at least \$6,559.13;
- E. WHEREAS** OEDMI does not have the funds to repay this overdraft; and
- F. WHEREAS** Tribal Council wishes to avoid enforcement of LTBB’s guaranty obligation.
- G. THEREFORE, BE IT RESOLVED,** that Tribal Council authorizes LTBB’s CFO to pay directly to Fifth Third Bank the balance of OEDMI’s current overdraft of \$6,559.13, due on 10-2-2023, from supplemental funding withdrawn from General Fund - Fund Balance.
- H. BE IT FURTHER RESOLVED,** that Tribal Council directs OEDMI to not draw any funds from its Fifth Third account until authorized in writing by Tribal Council.

(Source: TRIBAL RESOLUTION #100423-01)

18.532(10.23)(a) AUTHORIZING PAYMENT OF OEDMI OVERDRAFT AT FIFTH THIRD BANK

- A. WHEREAS** the LTBB Constitution authorizes Tribal Council to establish and regulate corporations to manage the economic affairs and enterprises of LTBB and its members;
- B. WHEREAS** Tribal Council exercised this authority by, among other things, enacting Waganakising Odawak Statute 2009-024, which establishes Odawa Economic Development Management, Inc. (“OEDMI”);
- C. WHEREAS** Tribal Council previously passed Tribal Resolution # 031121-01, “Authorization for Execution of Guaranty for Tribe to Serve as Guarantor for Odawa Economic Development Management, Inc. Line of Credit with Fifth Third Bank”;
- D. WHEREAS** this account is now overdrawn by at least \$6,559.13;
- E. WHEREAS** OEDMI does not have the funds to repay this overdraft; and
- F. WHEREAS** Tribal Council wishes to avoid enforcement of LTBB’s guaranty obligation.
- G. THEREFORE, BE IT RESOLVED,** that Tribal Council authorizes LTBB’s CFO to pay directly to Fifth Third Bank the balance of OEDMI’s current overdraft of \$6,559.13, due on 10-2-2023, from supplemental funding withdrawn from General Fund - Fund Balance.
- H. BE IT FURTHER RESOLVED,** that Tribal Council directs OEDMI to not draw any funds from its Fifth Third account until authorized in writing by Tribal Council.

(Source: TRIBAL RESOLUTION #100423-01)

18.533(11.23)(a) AUTHORIZING PAYMENT OF OEDMI OVERDRAFT AND FUTURE INTEREST PAYMENT TO FIFTH THIRD BANK

- A. WHEREAS** the LTBB Constitution authorizes Tribal Council to establish and regulate corporations to manage the economic affairs and enterprises of LTBB and its members;
- B. WHEREAS** Tribal Council exercised this authority by, among other things, enacting Waganakising Odawak Statute 2009-024, which establishes Odawa Economic Development Management, Inc. (“OEDMI”);
- C. WHEREAS** Tribal Council previously passed Tribal Resolution # 031121-01, “Authorization for Execution of Guaranty for Tribe to Serve as Guarantor for Odawa Economic Development Management, Inc. Line of Credit with Fifth Third Bank”;
- D. WHEREAS** this account is now overdrawn by at least \$6,850.00;
- E. WHEREAS** OEDMI does not have the funds to repay this overdraft; and
- F. WHEREAS** Tribal Council wishes to avoid enforcement of LTBB’s guaranty obligation.
- G. THEREFORE, BE IT RESOLVED,** that Tribal Council authorizes LTBB’s CFO to pay directly to Fifth Third Bank the balance of OEDMI’s current overdraft of up to \$7,000 from General Fund - Fund Balance.
- H. BE IT FURTHER RESOLVED,** that Tribal Council authorizes LTBB’s CFO to pay directly to Fifth Third Bank the balance of OEDMI’s next minimum interest payment of up to \$7,000 prior to December 1, 2023 from General Fund - Fund Balance.

(Source: TRIBAL RESOLUTION #110923-01)