

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

**TRIBAL RESOLUTION 032317-01**

**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**

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

**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;

**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

**WHEREAS,** the Existing Loan Documents and the Refinancing Loan Documents, collectively, are hereinafter referred to as the "Financing Documents";

**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

**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.

**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.

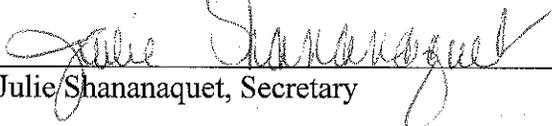
10. Miscellaneous. If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected with respect to the same. This Resolution shall become effective as of the date and time of its passage and approval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

**CERTIFICATION**

As the Legislative Leader and Tribal Council Secretary, we certify that this Tribal Resolution was duly adopted by the Tribal Council of the Little Traverse Bay Bands of Odawa Indians by a regular meeting of the Tribal Council held on 03/23/2017 at which a quorum was present, by a vote of 6 in favor, 0 opposed, 0 abstentions, and 3 absent as recorded by this roll call:

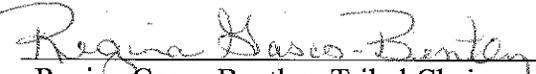
	In Favor	Opposed	Abstained	Absent
Frank Bernard	X			
David Harrington				X
Beatrice A. Law	X			
Dexter McNamara				X
Michael Naganashe	X			
Emily Proctor	X			
Marcella R. Reyes				X
Julia Shananaquet	X			
Aaron Otto	X			

Date: 03-23-2017   
 Aaron Otto, Legislative Leader

Date: 3-23-17   
 Julie Shananaquet, Secretary

Received by the Executive Office on 3/24/17 by 

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

Date: 3-24-17   
 Regina Gasco Bentley, Tribal Chairperson

## 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 Financing 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 Financing 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 any Financing Document, 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 Financing 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 Financing 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.