

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

TRIBAL RESOLUTION # 060718- 01

Authorizing First Amendment to Amended and Restated Wells Fargo Loan Agreement

- 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");
- 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;
- 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
- 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 "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

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");

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;

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

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.

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.

CERTIFICATION

As the Tribal Council 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 at a regular meeting of the Tribal Council held on June 7, 2018 at which a quorum was present, by a vote of 8 in favor, 0 opposed, 1 abstentions, and 0 absent as recorded by this roll call:

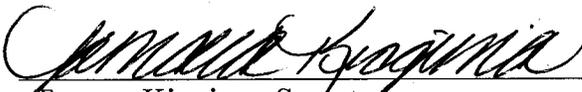
	In Favor	Opposed	Abstained	Absent
Frank Bernard	<u>X</u>			
David Harrington			<u>X</u>	
Dexter McNamara	<u>X</u>			
Emily Proctor	<u>X</u>			
Julie Shananaquet	<u>X</u>			
Shanna Wemigwase	<u>X</u>			
Marcella R. Reyes	<u>X</u>			
Tamara Kiogima	<u>X</u>			
Fred Harrington, Jr.	<u>X</u>			

Date: 06.07.18

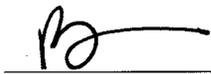


 Fred Harrington, Jr., Legislative Leader

Date: 06-07-18

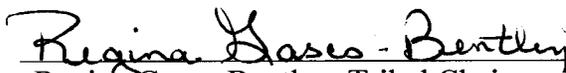


 Tamara Kiogima, Secretary

Received by the Executive Office on 6/11/18 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: 6-12-18



 Regina Gasco Bentley, Tribal Chairperson

