



Little River Band of Ottawa Indians

2608 Government Center Drive

Manistee, MI 49660

(231) 723-8288

Resolution # 15-1216-385

Approving ISDA 2002 Master Agreement and ISDA Schedule to the Master Agreement By and Between the Little River Band of Ottawa Indians (the "Tribe") and Bank of America, N.A., (collectively, the "Master Agreement"), and the Initial Confirmation(s) Thereunder, and a Limited Waiver of Sovereign Immunity of the Tribe For the Enforcement Of Such Documents, and Approving Tribal Ogema and Speaker's Execution of the Master Agreement and the Initial Confirmation(s).

WHEREAS, the status of the *Gaá Čhíng Ziibi Daáwaa Aníshinaábek* (Little River Band of Ottawa Indians) as a sovereign and Treaty-making power is confirmed in numerous treaties, from agreements with the initial colonial powers on this land, to various treaties with the United States; and

WHEREAS, the Tribe is descended from, and is the political successor to, the Grand River Ottawa Bands, signatories of the 1836 Treaty of Washington (7 Stat. 491) with the United States, as reaffirmed by federal law in P.L. 103-324, enacted in 1994; and

WHEREAS, the Tribe adopted a new Constitution, pursuant to a vote of the membership on May 27, 1998, which became effective upon its approval by the Assistant Secretary-Indian Affairs on July 10, 1998; and

WHEREAS, the Tribe adopted amendments to the Constitution on April 26, 2004, which became effective upon approval by the Assistant Secretary-Indian Affairs on May 13, 2004; and

WHEREAS, the Tribal Council is empowered by Article IV, Section 7 of the Constitution to authorize agreements and contracts negotiated by the Tribal Ogema on behalf of the Tribe, to approve any encumbrance of the Tribe's assets, to manage and appropriate funds within the control of the Tribe for the benefit of the Tribe and its members, and to borrow money or to issue evidence of indebtedness for public purposes and to secure the repayment thereof; and

WHEREAS, the Tribal Ogema is empowered by Article V, Section 5 of the Constitution to represent the Tribe in its relations with other organizations and manage the economic affairs and enterprises of the Tribe, subject to limits in the Constitution

and in a manner consistent with the ordinances and resolutions of the Tribal Council; and

WHEREAS, the Tribal Council is authorized by Article XI, Section 1, of the Constitution to waive or limit the right of the Tribe to be immune from suit by means of a tribal ordinance or resolution or in furtherance of tribal business enterprises; and

WHEREAS, the Tribal Council, through Resolution #15-0715-222 approved entering into and the execution of a Business Loan Agreement (the "Loan Agreement"), a Promissory Note, a Security Agreement and related documents all dated July 28, 2015 (collectively, the "Financing Documents"), between the Tribe and Bank of America, N.A. (the "Bank") in connection with the financing of the renovations to the Little River Casino Resort, whereby (i) the Bank is providing up to \$18 million in loans for such renovations (the "Financing"); (ii) the Tribe has agreed to repay the Financing, and has granted to the Bank security interests in certain revenues and assets of the Tribe to secure such repayment; (iii) the Tribe has waived its sovereign immunity to allow the Bank and other parties to enforce their security interests and right to repayment through suit, arbitration, or other legal process, with recourse for such waiver limited to certain revenues and assets, as described in the Financing Documents; (iv) the Tribe has agreed to arbitrate, agreed to judicial enforcement of its agreement to arbitrate, agreed to have resulting awards judicially enforced, agreed to the payment of costs and fees of arbitration, and agreed to arbitration procedures all as specified in the Financing Documents; (v) the Tribe has consented to the jurisdiction of certain state and federal courts for resolution of disputes and enforcement of remedies under the Financing Documents, giving such courts first preference and priority to hear disputes; and (vi) the Tribe has waived the jurisdiction of the Tribe's courts, waived the right to the exhaustion of Tribal remedies, consented to the entry by the Bank and other parties to property of the Tribe, consented to the application of specified state laws to the Financing Documents, waived any requirements under tribal law that the Tribe's courts receive notices, including without limitation the notice required by section 4.03(c) of the Tribe's arbitration law, all to the extent and as described in the Financing Documents; and

WHEREAS, in connection with the Financing Documents, representatives of the Tribe have negotiated the Master Agreement governing interest rate swap transactions between the Tribe and the Bank or its successors, and the primary business terms and amortization and hedge schedules to be reflected in one or more contemporaneous confirmations (the "Initial Confirmation(s)") evidencing the particular interest rate swap transactions being entered into by the Tribe and the Bank at this time under the specific terms described in the Initial Confirmation(s); the Master Agreement together with the Initial Confirmation(s) and any additional future confirmations ("Additional Confirmations") shall constitute one agreement (collectively, the "Transaction Documents"); and in the Master Agreement (i) the Tribe will waive its sovereign immunity to allow the Bank and other parties to

enforce their security interests and right to repayment through suit, arbitration, or other legal process, with recourse for such waiver limited to certain revenues and assets, as described in the Master Agreement; (ii) the Tribe will agree to arbitrate, agree to judicial enforcement of its agreement to arbitrate, agree to have resulting awards judicially enforced, agree to the payment of costs and fees of arbitration, and agree to arbitration procedures all as specified in the Master Agreement; (iii) the Tribe will consent to the jurisdiction of certain state and federal courts for resolution of disputes and enforcement of remedies, giving such courts first preference and priority to hear disputes; and (iv) the Tribe will waive the jurisdiction of the Tribe's courts, waive the right to the exhaustion of Tribal remedies, consent to the entry by the Bank and other parties to property of the Tribe, consent to the application of specified state laws to the Transaction Documents, waive any requirements under tribal law that the Tribe's courts receive notices, including without limitation the notice required by section 4.03(c) of the Tribe's arbitration law, all to the extent and as described in the Master Agreement (items (i) through (iv), collectively the "Dispute Resolution Provisions"); and

WHEREAS, the Tribal Council has reviewed the Master Agreement and a memorandum setting forth the primary business terms and amortization and hedge schedules to be reflected in the Initial Confirmation(s) and (i) finds the Master Agreement and the Initial Confirmation(s) and the terms and conditions contained and to be contained therein to be reasonable and acceptable, (ii) finds that entering into the Master Agreement and the Initial Confirmation(s) will help the Tribe sustain the revenues needed for an effective Tribal government, provide necessary employment opportunities and tribal services for tribal members, and promote tribal self-sufficiency, and (iii) finds the limited recourse waiver of sovereign immunity and the consents to and waivers of jurisdiction contained in the Master Agreement to be in the best interests of the Tribe, in the interest of the public health, peace, morals, education and general welfare of the Tribe and its members, and in furtherance of the Tribe's business enterprises; and

WHEREAS, on the basis of the foregoing, the Tribal Council wishes to approve the Master Agreement and the primary business terms and amortization and hedge schedules of the Initial Confirmation(s), and grant the Tribal Ogema and the Tribal Council Speaker, acting together, the authority to conclude and execute the Master Agreement and the Initial Confirmation(s) on behalf of the Tribe.

NOW, THEREFORE, the Tribal Council of the Little River Band of Ottawa Indians hereby resolves as follows:

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 is the duly elected and governing body of the Tribe, with full power and authority to adopt this Resolution and to authorize execution of the Master Agreement and the Initial Confirmation(s); (c) the Master Agreement and the Initial Confirmation(s) are in the best

interest of the Tribe and its members; and (d) the waiver of sovereign immunity and the other Dispute Resolution Provisions described in this Resolution and in the Master Agreement are in the best interests of the Tribe, in the interest of the public health, peace, morals, education and general welfare of the Tribe and its members, and in furtherance of tribal business enterprises.

2. Approval of Documents and Authorization of Tribal Representatives. The Tribal Council hereby acknowledges that the Master Agreement and a memorandum setting forth the primary business terms and amortization and hedge schedules to be reflected in the Initial Confirmation(s) have been presented to the Tribal Council, and the Tribal Council hereby approves the Master Agreement and the primary business terms and amortization and hedge schedules of the Initial Confirmation(s) and all agreements and terms therein; the Tribal Council hereby authorizes and grants to the Tribal Ogema and the Tribal Council Speaker, acting together (the Ogema and Speaker, acting together, the "Tribe's Representatives"), all requisite authority and power for and on behalf of the Tribe to execute, deliver and perform the Master Agreement and the Initial Confirmation(s).

3. Non-Impairment; Enforceability of Obligations. The Tribal Council hereby surrenders and waives the right of the Tribe to pass or adopt any law, ordinance or resolution or approve or allow any other action of any nature of the Tribe, or of any branch, division, authority, agency, subsidiary, board, department, committee, commission or other instrumentality of the Tribe, or any entity wholly-owned or wholly-controlled, directly or indirectly, by the Tribe, their successors and assigns, or of any office, employee, or agent, of the foregoing (collectively, "Tribal Entities") that shall impair the contractual rights of the Bank or any other third party under the Master Agreement and the Initial Confirmation(s) and if any future Tribal Council should ever do so, the same may (a) result in an immediate event of default, and (b) violate the federal Indian Civil Rights Act. Upon execution and delivery of the Master Agreement and the Initial Confirmation(s) as herein authorized, the Master Agreement and the Initial Confirmation(s) become valid and binding obligations of the Tribe, enforceable in accordance with their terms for purposes of Tribal law and the laws of all other applicable jurisdictions.

4. Determination. The Tribal Council hereby determines that no laws, ordinances, resolutions or other actions of the Tribal Council: (a) prohibit the Tribal Council from approving the matters herein approved or the execution, delivery or performance of the Master Agreement and the Initial Confirmation(s); or (b) create any obligation of the Tribal Council to submit these matters for approval of or consent from any tribal entity, or any vote by members of the Tribe.

5. Full Faith and Credit. The Tribal Council and the Tribal Court of the Little River Band of Ottawa Indians 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 Transaction Documents and, to the extent reasonably necessary, the Tribal Council or Tribal Court, as applicable, shall issue orders, writs of attachment, replevin or other rulings and exercise such legal powers to enforce and effectuate the same. To the extent reasonably

necessary, the Tribe's police powers shall be exercised to secure and support any such enforcement efforts, and all police or other law enforcement officials of the Tribe shall carry out any orders that may be entered by the Tribal Council or the Tribal Court pursuant to this Resolution and the Transaction Documents.

6. Effect of this Resolution. Until all obligations of the Tribe under the Transaction Documents have been performed in full, (a) the provisions of this Resolution shall constitute the law of the Tribe and may be relied on by the other parties thereto, and their respective successors, assigns and participants (the "Contract Parties"), (b) the provisions of this Resolution shall constitute the terms of an agreement and contract between the Tribe and the Contract Parties, and (c) the provisions of this Resolution shall not be rescinded, amended or modified in any manner that may result in a material adverse effect on the Contract Parties without the written consent of each Contract Party so affected thereby.

7. Arbitration Code. The Arbitration Code and related amendments adopted by the Tribe pursuant to Resolution No. 01-04-04-07, No. 01-0425-09, and No. 01-0618-01, and codified in Ordinance No. 01-300-02, creates a process whereby the Tribe and any other party to a written contract or other written agreement associated with the Tribe may agree to resolve disputes arising under their contracts and agreements through arbitration and have those decisions of arbitrators recognized and enforceable in Tribal Court or in other courts if so specified in the written contract, as is the case with the Master Agreement. The Arbitration Code codified in Ordinance No. 01-300-02 shall govern arbitration of disputes arising from the Transaction Documents, brought in the Tribe's courts, subject to the waivers of application in this Resolution and the terms of the Master Agreement. Therefore, and in accordance with Section 4.01 of the Arbitration Code, the Tribal Council explicitly ratifies and confirms the Master Agreement as a written agreement of the Tribe to settle claims by arbitration. To give this writing its intended effect, and in accordance with Section 4.02(a) of the Arbitration Code, the Tribal Council hereby explicitly waives the inherent sovereign immunity of the Little River Band of Ottawa Indians for the purposes of arbitration as described in the Master Agreement. This waiver specifically includes a waiver of immunity for the purposes of having the agreement to arbitrate, and any award entered therefrom, judicially enforced. Furthermore, and pursuant to Section 10.02 of the Arbitration Code, the Tribal Council further determines that it is the interest of the public health, peace, morals, education and general welfare of the Tribe and its members, and in furtherance of the Tribe's business enterprises, to and hereby does: (i) waive Tribal court jurisdiction to the extent specified in the Master Agreement; (ii) adopt the arbitration procedures and cost allocation procedures specified in the Master Agreement to govern arbitration proceedings related to the Transaction Documents; (iii) and waives the notice requirements of Section 4.03(c) of the Arbitration Code, provided that the Federal Arbitration Act, including without limitation 9 U.S.C. §§10 and 11, as made applicable in any tribal forum by Section 8.03 and 8.04 of the Arbitration Code, shall apply to any modification or vacation of any arbitration award arising out of the Transaction Documents.

8. Secured Transaction Code. The Tribal Secured Transaction Code adopted by the Tribe pursuant to Resolution No. 04-0709-293, and codified in Ordinance No. 04-800-01, sets forth the procedures regarding any secured transaction related to the Financing Documents and the Transaction Documents. In the application of Section 4.04 of the Tribal Secured Transaction Code, the Tribal Council explicitly waives any claim it may have that there exists an obligation on the Bank to make any filings other than an initial financing statement in Tribal Court in order to maintain perfection of its security interests, and the Tribal Council explicitly waives any defense to any legal action that such additional filings were not made. The Tribal Council, on behalf of the Tribe, fully consents to and recognizes perfection performed by the Bank in accordance with the Financing Documents. In addition, Tribal Council specifically waives applicability of Section 4.06 and waives its right to notice by the Bank of any non-judicial remedies that the Bank may initiate.

9. Suspension. The Tribal Council explicitly acknowledges on its information and belief that as of the date of this Resolution, the Master Agreement, the Initial Confirmation(s), and this Resolution do not conflict with laws, ordinances, rules, regulations, decisions, orders, judgments, resolutions or other action 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. It is the Tribal Council's intention that the terms of the Master Agreement and the Initial Confirmation(s) supersede any conflicting provision as may be found in order to give full effect to its obligations thereunder. Furthermore, the Tribal Council waives any defense in any proceeding for the enforcement of its obligations by the Bank or the Bank's successors that at the time this Resolution was adopted, it conflicted with a provision of the Tribal Code that is not identified and accommodated herein, and waives any defense offered by subsequent action by the Tribal legislative branch. Finally, the Tribal Council explicitly provides here, in good faith to the Bank and the Bank's successors, that any subsequent amendments, repeals, modifications to or overruling of any Tribal law enabling the Master Agreement and the Initial Confirmation(s) shall not operate to divest the Tribe of its obligations thereunder.

IT IS FURTHER RESOLVED, that to the extent capitalized terms used within this Resolution are not defined herein, such terms shall have the meaning given to them in the Master Agreement;

IT IS FURTHER RESOLVED, that the Tribal Council hereby authorizes and approves the Dispute Resolution Provisions set forth in Subsections (f) and (g) of the Master Agreement to control enforcement of the Transaction Documents, and independently, by and through this Resolution, hereby expressly and irrevocably waives the sovereign immunity of the Tribe, consents to the jurisdiction of specified courts, consents to the application of specified state laws, waives the exhaustion of tribal remedies and the jurisdiction of the Tribe's courts as follows:

WAIVER OF RIGHT TO TRIAL BY JURY. THE TRIBE HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, ANY CREDIT SUPPORT DOCUMENT OR ANY TRANSACTION CONTEMPLATED THEREBY.

Limited Waiver of Sovereign Immunity.

(i) *Waiver of Sovereign Immunity.* The Tribe, on behalf of itself, the Gaming Enterprise, the Gaming Enterprise Board and each of the aforementioned party's subsidiaries, successors and assigns (each a "Tribal Party"), hereby expressly, unequivocally and irrevocably waives its respective sovereign immunity (and any defense based thereon) from any suit, action, arbitration or other legal proceedings or from any legal process, in each case of any nature whether such action be brought in or arise under law or equity, contract, tort or statute (inclusive of claims and counterclaims, actions for equitable or provisional relief and to compel arbitration, and whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) (an "Action") and, further waives any sovereign immunity from any judgment or order related thereto, provided that:

(A) the Action is brought by the Bank or any of its respective successors in interest or assigns, or any other person who is expressly entitled to the benefits of the Master Agreement or any Credit Support Document (including without limitation any indemnitees under the Master Agreement or any Credit Support Document (collectively, the "Grantees"));

(B) the Action (A) arises under the Master Agreement, any Credit Support Document or any Tribal Party's obligations hereunder or thereunder, including, without limitation, any action to interpret, enforce or otherwise seek or obtain relief with respect to the provisions of the Master Agreement or any Credit Support Document or otherwise in connection herewith; (B) arises in connection with the obligations of any of the Tribal Parties hereunder or in connection with the transactions contemplated hereby, whether such rights arise in law or equity; (B) is to enforce and execute any order, judgment or ruling resulting from such an action or arbitration award; or (C) is to adjudicate any claim under the Indian Civil Rights Act, 25 U.S.C. § 1301 *et seq.* or any claim brought by a Grantee arising under the laws of the Tribe;

(C) the Action may seek all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief; and

(D) no recourse may be made against Excluded Assets.

(ii) *Consent to Jurisdiction; Waivers.*

(A) Subject to the foregoing limitations on each Tribal Party's waiver of sovereign immunity, the Tribe, on behalf of itself and each Tribal Party, hereby expressly, irrevocably and unconditionally submits, for itself and its property, (x) for any Action arising solely out of the Transaction Documents (an "ISDA Action"), to the exclusive jurisdictions of the New York Courts and (y) for any Action arising under any Credit Support Agreement, which Action results in or relates to an Action arising under the Transaction Documents (a "Credit Agreement Related Action"), to the Michigan Courts, or in the case of either (x) or (y), if none of the foregoing courts accepts jurisdiction over an action, then the tribal courts of the Tribe (the "Tribal Courts") for the limited purpose of an Action brought by a Grantee to compel arbitration, enforce an arbitration award or to adjudicate any claim under the Indian Civil Rights Act, 25 U.S.C. § 1301 *et seq.* or any claim brought by a Grantee arising under the laws of the Tribe (collectively with the New York Courts and the Michigan Courts, the "Consented Courts"), and irrevocably and unconditionally agrees that all claims in respect of any Action shall be heard and determined in any such Consented Court as set forth herein and agrees to be bound by the decisions of any such court. For the avoidance of doubt, so long as the Loan Agreement is in effect, any Action arising under Section 5(a)(vii) of the Master Agreement shall be deemed a Credit Agreement Related Action. Notwithstanding the foregoing, the Tribe, on behalf of itself and each of the Tribal Parties, agrees that any final judgment, arbitration award or order in any such Actions or proceeding shall be conclusive and may be enforced by any court of any other jurisdiction, including, without limitation, upon request of a Grantee, the Tribal Courts, and that any government or other governmental authorities who have the right and duty under applicable law may take any and all action authorized or ordered by any such court, including without limitation, entering the real property of any Tribal Party in giving effect to any judgment entered. In addition, with respect to any collateral, the Tribe, on behalf of itself and each of the Tribal Parties agrees that each of the Bank, any other Secured Party under the Credit Support Documents and their respective agents and designees also may enforce its rights and remedies with respect to the collateral (whether judicially or non-judicially) in any jurisdiction in which such collateral or any Tribal Party is located.

(B) The Tribe, on behalf of itself and each Tribal Party, hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any action arising out of or relating to the Master Agreement or the transactions contemplated thereunder in any New York Court or Michigan Court in accordance with the terms of sub-section (A) above. The Tribe, on behalf of itself and each Tribal Party, irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of any such action in any such court.

(C) The Tribe, on behalf of itself and each Tribal Party, hereby expressly, unconditionally and irrevocably waives, to the fullest extent it may legally and effectively do so, any right such Tribal Party may otherwise have to require that

any Action be considered or heard in any court (other than as set forth in sub-section (ii)(A)), including without limitation considered or heard first in the Tribal Courts or any other forum of the Tribe now or hereafter existing, whether because of the doctrine of exhaustion of tribal remedies or as a matter of comity or abstention, and hereby agrees not to commence any action in any Tribal Court or other forum of the Tribe without the consent of the other parties to such action.

(D) The Tribe, on behalf of itself and each Tribal Party hereby irrevocably consents to service of process in the manner provided for notices in the Master Agreement, provided that nothing in the Master Agreement or this Resolution will affect the right of any party hereto to serve process in any other manner permitted by law. In addition to and without limiting the generality of the foregoing, the Tribe, on behalf of itself and each Tribal Party consents and agrees that, notwithstanding any tribal law to the contrary, process against such Person shall also be effective if served (A) on the Tribal Ogema, or (B) by sending two copies of the process by registered or certified mail addressed to the Tribe and to the attention of the Tribe's General Counsel at the address set forth in the Master Agreement.

(E) The waivers and consents described in this Resolution shall inure to the benefit of the Grantees and each other person who is expressly entitled to the benefits of the Master Agreement (including without limitation the indemnitees described herein). The Grantees and such other persons shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief (other than punitive damages). The waivers of sovereign immunity and consents to jurisdiction contained herein are irrevocable.

(F) The Tribe, on behalf of itself and each Tribal Party, expressly agrees that for judgments, decrees, orders, warrants, subpoenas, records or other judicial acts resulting from any Action authorized hereunder, including without limitation a foreclosure judgment, a tribal police officer or tribal law enforcement official or other licensed peace officer acting pursuant to tribal authority (each a "Tribal 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 Officer, such Tribal Officer shall proceed to enter upon any property of any Tribal Party to remove such personal property or to permit removal by the party in whose favor the order or judgment was issued.

(G) Notwithstanding any of the foregoing, nothing in the Master Agreement or this Resolution will limit the ability of the Grantees or their respective successors and assigns, to move to compel arbitration or move to stay or dismiss a lawsuit in favor of arbitration, and the limited waiver of sovereign immunity and other waivers described in this Resolution expressly extend to such actions. The Tribe, on behalf of itself and each Tribal Party, hereby agrees that the limited waiver of

sovereign immunity and other waivers described in this Resolution are irrevocable and agrees not to revoke or further limit, in whole or in part, the limited waiver of sovereign immunity or the waivers described in these sections or in any way attempt to revoke or further limit, in whole or in part, such limited waiver of sovereign immunity. In the event that any of the Tribal Parties (i) revokes, further limits or attempts to revoke or further limit the limited waiver of sovereign immunity described in this Resolution, (ii) takes any action which is inconsistent with the waivers described in this Resolution, or (iii) fails to submit to the jurisdiction of the courts as described in this Resolution, the Tribe, on behalf of itself and each of the Tribal Parties hereby consents to the entry of appropriate injunctive relief.

(H) The obligations of the Tribe under the Transaction Documents are limited recourse obligations enforceable solely against the Gaming Assets; provided however, that upon the occurrence and during the continuance of an Event of Default resulting from or related to a breach of any of the covenants in Section 7.30 of the Credit Agreement, the Obligations of the Tribe shall be deemed to be general obligations of the Tribe enforceable against all other assets of the Tribe, other than Excluded Assets.

(iii) *Definitions.* For purposes of the Master Agreement and this Resolution, the following terms have the following meanings:

(A) “***Distribution***” means, for any period, any transfer or distribution of Gaming Assets from the Gaming Enterprise to any other fund or account of the Tribe or to the members of the Tribe, or to any other political subdivision or instrumentality of the Tribe, including without limitation, loans, advances or other extensions of credit (including extensions of credit in the nature of accounts receivable or notes receivable from the sale or lease of goods or services), retirement, redemption, prepayment of principal of any obligations of the Tribe or any affiliate of the Tribe, or any other payment, assignment or transfer of Gaming Assets, whether in cash or other property, from the Tribe to any other political subdivision or instrumentality of the Tribe or any affiliated entities, provided that Permitted Payments (as defined in the Credit Agreement) shall not be considered "Distributions."

(B) “***Excluded Assets***” means:

(1) any gaming license or other license, permit, or authorization issued by any Governmental Authority or any other assets of the Tribe solely to the extent a security interest therein is prohibited under gaming laws or other applicable law, or under the terms of any such license, permit, or authorization, or which would require a finding of suitability or other similar approval or procedure by any of the federal or state gaming agencies or any other federal or state governmental authority prior to being pledged, hypothecated, or given as collateral security (to the extent such finding or approval has not been obtained);

(2) any lease, license, contract or agreement to which the Tribe is a party or any of its rights or interests thereunder to the extent and for so long as the grant of a security interest therein shall constitute or result in (a) a violation of state or federal law or the abandonment, invalidation or unenforceability of any right, title or interest of the Tribe therein or (b) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract or agreement (unless, in the case of exclusions referred to in clauses (a) and/or (b), such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of a security interest pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law or principles of equity); provided, however, that the Gaming Assets shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibitions described in clauses (a) and/or (b) herein shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract, permit, authorization or agreement not subject to the prohibitions specified above and shall attach to the proceeds thereof (other than proceeds which independently constitute Excluded Assets, as further described in the Security Agreement);

(3) all personal property constituting assets of the Tribal Gaming Commission and reasonably required to be owned or otherwise in the possession of the Tribal Gaming Commission for the proper discharge of the Tribal Gaming Commission's responsibilities under the Gaming Ordinance, including any surveillance equipment, computers or related equipment whether owned by the Tribe or the Tribal Gaming Commission;

(4) all (a) Payroll Accounts, (b) accounts consisting solely of withholding taxes, (c) trust accounts (to the extent of amounts held therein in trust in the ordinary course of business on behalf of third parties), and (d) health-savings accounts and worker's compensation accounts;

(5) any property now owned or hereafter acquired by the Tribe that is subject to a purchase money Lien permitted under Section 7.6(d) of the Credit Agreement if the contractual obligation pursuant to which such Lien is granted (or the documentation providing for such purchase money Lien or capital lease) prohibits the creation by the Tribe of a Lien thereon or requires the consent of any person other than the Tribe or its Affiliates which consent has not been obtained as a condition to the creation of any other Lien on such property;

(6) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed);

(7) any funds collected and/or held by the Tribe representing payments in respect of Sales and Excise Taxes;

(8) any assets of the Tribe used in connection with the Tribe's provision of customary essential governmental services to its tribal members, such as those related to providing health services and public safety services; and

(9) without duplication, any Protected Assets;

provided however, that except to the extent constituting assets described in subsections (4) herein, Excluded Assets shall not in any event include any Pledged Revenues.

(C) "**Gaming Assets**" means all personal, tangible or intangible property (including intellectual property) of any nature now or hereafter owned by or on behalf of the Gaming Enterprise located at the Gaming Facilities or which are used in connection with, derived from or should be accounted for as an asset of the Gaming Enterprise, including the Pledged Revenues, cash, instruments and accounts, deposit accounts, securities accounts, including any deposit account established with the Bank pursuant to Section 4.4(b) or 7.26 of the Credit Agreement, property arising from the disposition of any of the foregoing and all proceeds, income and profits of the foregoing all as more fully described in the Security Agreement and referred to therein as the Collateral; provided, however, that "Gaming Assets" excludes (1) funds or other assets actually distributed to the Tribe's Governmental Components other than the Gaming Enterprise in accordance with Section 7.7 of the Credit Agreement or distributed prior to the Closing Date and (2) any Excluded Assets. For the avoidance of doubt, Gaming Assets distributed or transferred in violation of the Master Agreement shall be deemed to retain their status as Gaming Assets for purposes of the Master Agreement and related documents, notwithstanding the distribution.

(D) "**Gaming Enterprise**" means the operations of the Tribe's Gaming Facilities.

(E) "**Gaming Facilities**" means:

(1) the Little River Casino Resort and any expanded, modified or additional gaming facilities lawfully operated by the Tribe or any wholly owned instrumentality or wholly owned political subdivision of the Tribe including without limitation any Gaming Facility to be constructed and operated by the Tribe (each, a "Casino"); and

(2) any facility presently owned or hereafter acquired or constructed related to the operation of a Casino (individually and collectively, a "Facility") for dining, food service and preparation, recreation, entertainment and related parking facilities, any facility for either permanent or temporary lodging (including hotels, motels and/or recreational vehicle parks), any retail stores or other resort operations and related parking facilities; and

(3) all equipment used in connection with any of the Casinos or Facilities described in clauses (1) or (2).

(F) “**Governmental Components**” means with respect to the Tribe or any other government, any corporation, board, enterprise, authority, division, branch, political subdivision, agency, instrumentality or governmental component directly or indirectly owned or controlled by the Tribe or such other government.

(G) “**Gross Gaming Tax**” means the tax instituted and imposed by the Tribe’s Tribal Gross Gaming Revenue Tax Ordinance, Ordinance No. 09-100-05, adopted on May 21, 2014, as it may be further amended, restated or replaced.

(H) “**Liens**” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

(I) “**Michigan Courts**” means the United States District Courts located in the State of Michigan and any appellate court to which any appeals therefrom are available and the courts of the State of Michigan and any appellate court to which any appeals therefrom are available.

(J) “**New York Courts**” means the United States District Court, Southern District of New York, and any appellate court to which any appeals therefrom are available and the courts of the State of New York sitting in the City of New York, County of New York and any appellate court to which any appeals therefrom are available.

(K) “**Payroll Account**” has the meaning assigned to it in the Security Agreement.

(L) “**Pledged Revenues**” means all money, receipts, revenues and rents from the operation of any portion of the Gaming Facilities, including receipts from (1) class II gaming and class III gaming (as defined by the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq.), (2) food and beverage services, restaurant and other concessions derived therefrom, (3) recreation, entertainment and resort services, (4) the lease or sublease of space or equipment within, on or at the Gaming Facilities, (5) permanent or temporary lodging (including hotels, motels and/or recreational vehicle parks), (6) retail sales, (7) the disposition of all or any portion of any Gaming Facilities (other than as permitted by a Loan Document), and (8) any other activities carried on within the Gaming Facilities; and the net proceeds of business interruption insurance (or its equivalent) obtained by or on behalf of the Tribe with respect to the Gaming Facilities; provided, that in no event shall Pledged Revenues include: (a) amounts collected and paid out for a sales, use or excise tax imposed by a governmental authority (other than the Tribe) where such tax is billed to the

purchaser as a separate item and remitted by the Tribe to such government authority; (b) amounts collected and paid out for a sales, use or excise tax imposed by the Tribe where such tax is billed to the purchaser as a separate item, provided that such tax is not imposed at a rate higher than the tax that would apply to similar transactions in the State of Michigan, outside of the lands of the Tribe; (c) credits for the exchange of goods or merchandise or (d) uncollected credit transactions written off as bad debt in accordance with generally accepted accounting principles. For the avoidance of doubt, funds that have been the subject of a Distribution in compliance with Section 7.7 of the Credit Agreement do not constitute Pledged Revenues; funds that have been the subject of a Distribution in contravention of Section 7.7 of the Credit Agreement continue to constitute Pledged Revenues.

(M) “***Protected Assets***” means (1) title to real property of the Tribe, whether held by the Tribe or held in trust by the United States for the benefit of the Tribe, and any fixtures or improvements located upon such property and (2) the proceeds of Federal grants, contracts, and appropriations restricted by the terms of such grant, contract or appropriation to the provision of governmental services to members of the Tribe.

(N) “***Sales and Excise Taxes***” means the sales, use, room occupancy, leisure and related excise taxes, including admissions and cabaret taxes and any other tax (other than income tax and the Gross Gaming Tax) that the Tribe may from time to time impose on the Gaming Enterprise, its patrons or operations; provided, however that the aggregate rate and scope of such taxes imposed shall not be materially inconsistent with similar taxes imposed by other governments in Michigan outside of the lands of the Tribe.

(O) “***Tribal Gaming Commission***” means the Little River Band of Ottawa Indian’s Gaming Commission established and authorized to regulate the Tribe’s gaming activities by the Gaming Commission Ordinance, Ordinance No. 04-400-04 adopted on January 21, 2009.

(P) “***Tribal Ogema***” means the executive of the Tribe’s government established by Article V of the Constitution of the Little River Band of Ottawa adopted on May 27, 1998, approved by the Secretary of the Interior on June 10, 1998, as amended on April 26, 2004, which amendments were approved by the Secretary of the Interior on May 13, 2004.

(iv) *Arbitration.*

(A) This subsection concerns the resolution of any controversies or claims, whether arising in contract, tort or by statute, including controversies or claims that arise out of or relate to: (1) the Master Agreement (including any renewals, extensions or modifications); or (2) any document related to the Master Agreement (collectively a “Claim”). For the purposes of this arbitration provision only, the term “parties” shall include any parent corporation, subsidiary or affiliate of the

Tribe involved in the servicing, management or administration of any obligation described or evidenced by the Master Agreement.

(B) Solely at the request of the Bank, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though the Master Agreement provides that it is governed by the law of a specified state. The arbitration will take place on an individual basis without resort to any form of class action.

(C) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this subsection. In the event of any inconsistency, the terms of this subsection shall control. If AAA is unwilling or unable to (1) serve as the provider of arbitration or (2) enforce any provision of this arbitration clause, the party to the Master Agreement requesting arbitration may substitute another arbitration organization with similar procedures to serve as the provider of arbitration.

(D) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, (x) if an ISDA Action, in New York, New York, and (y) if a Credit Agreement Related Action, in Detroit, Michigan. All Claims shall be determined by one arbitrator; however, if Claims exceed \$5,000,000, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within 90 days of the demand for arbitration and close within 90 days of commencement and the award of the arbitrator(s) shall be issued within 30 days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional 60 days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed, judgment entered, enforced or set aside. An arbitration award shall not be subject to review or modification by a court for any reason other than the circumstances described in 9 U.S.C. §§ 10 and 11, and in the event the arbitration award is enforced in a forum of the Tribe, as made applicable thereto by Sections 8.03 and 8.04 of the Tribe's Arbitration Code.

(E) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and may dismiss the arbitration on the basis that the Claim is barred. For purposes of the application of the statute of limitations, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is capable of being arbitrated shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of the Master Agreement.

(F) This Section does not limit the right of the Bank to: (1) exercise self-help remedies, such as but not limited to, setoff; (2) initiate judicial or non-judicial foreclosure against any personal property collateral; (3) exercise any judicial or

power of sale rights, or (4) act in a court of law to obtain an interim remedy, or additional or supplementary remedies.

(G) The filing of a court action is not intended to constitute a waiver of the right of the Bank, thereafter to require submittal of the Claim to arbitration.

(H) Any arbitration or trial by a judge of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). Regardless of anything else in this subsection, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator. The Tribe acknowledges that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. ***The Tribe acknowledges and agrees that under no circumstances will a class action be arbitrated.***

(I) For purposes of this subsection (iv), the term "Arbitration Code" means Tribal Ordinance No. 01-300-02, adopted by the Tribal Council on April 5, 2001, amended on April 25, 2001, and further amended on June 18, 2001, as applied and partially waived according to the terms of Tribal Council Resolution No. 15-0715-222 adopted on July 15, 2015.

IT IS FURTHER RESOLVED, that the foregoing waivers notwithstanding, nothing about this Resolution or the approval and execution of the Transaction Documents is intended to or shall be construed to subject the Tribe to any regulatory authority by the State of Michigan nor to waive the Tribe's inherent sovereign immunity from suit for damages beyond the remedies provided pursuant to the above incorporated provisions of the Master Agreement.

IT IS FURTHER RESOLVED, that 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.

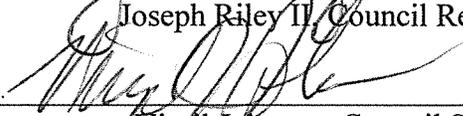
IT IS FINALLY RESOLVED, that this Resolution shall become effective as of the date and time of its passage and approval by the Tribal Council.

CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 7 FOR, 0 AGAINST, 1 ABSTAINING, and 1 ABSENT, at a Regular Closed Session of the Little River Band of Ottawa Indians Tribal Council held on December 16, 2015, at the Little River Band's Government Center in Manistee, Michigan, with a quorum being present for such vote.



Joseph Riley II, Council Recorder



Virgil Johnson, Council Speaker

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Gaming Enterprise Board of Directors
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