

**Little River Band of Ottawa Indians**  
1762 U.S. 31 South  
Manistee, MI 49660  
(231) 723-8288

**ORIGINAL**

Resolution No. #01-0613-06

**Authorizing the Tribal Ogema, or in the absence of, the  
Tribal Council Speaker to Execute an Addendum to Sales/Lease Agreement  
with Data Financial/ShuffleMaster  
Agreeing to a Limited Waiver of Sovereign Immunity in Such Agreement**

WHEREAS, the Tribe's status as a federally-recognized Indian tribe was reaffirmed and restored by Congress pursuant to Public Law 103-324, 108 Stat. 2156 (25 U.S.C. §1300k et seq.)(hereinafter "Little River Act"); and

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

WHEREAS, the Tribe is entitled to the protections and benefits accorded federally-recognized Indian tribes under federal law, including those under the Indian Gaming Regulatory Act of 1988 (25 U.S.C. §2701 et seq.)(hereinafter "IGRA"), which permits Indian tribes to operate Class II gaming activities on lands held in trust for the Tribe; and

WHEREAS, the Tribe has, since July 1999, conducted Class III gaming operations on its Reservation at an interim gaming facility, known as "Little River Casino Resort"; and

WHEREAS, the Business Board of Little River Casino Resort (the "Resort") has requested approval of a Sales/Lease Agreement with Data Financial/ShuffleMaster to lease three (3) "Three Stooges Upright Video Machines" for installation at the Resort's gaming floor; and

WHEREAS, pursuant to Article IV, Section 5 (a)(4) and Article V, Section 5(a)(3) and (8) of the Tribal Constitution, the Tribal Ogema, or in the absence of, the Tribal Council Speaker, is authorized to represent the Tribe in its relations with other organizations and manage the economic affairs/enterprises of the Tribe, in a manner consistent with the Tribal Constitution and resolutions of the Tribal Council; and

WHEREAS, the Tribal Council, pursuant to Article IV, Section 7 (b) of the Constitution, has the power to authorize and ratify agreements and contracts negotiated by the Tribal Ogema; and

WHEREAS, Data Financial/ShuffleMaster has requested a limited waiver of sovereign immunity from the Tribe to allow disputes arising under the sales/lease agreement to be resolved through binding arbitration, which agreement is reflected in Attachment A to this Resolution; and

WHEREAS, the Tribal Council has determined that the specific waiver of sovereign immunity requested by Data Financial/ShuffleMaster for the specific purpose of enforcement and/or interpretation of that agreement is in furtherance of important Tribal purposes and tribal business enterprises and that such waiver is authorized by and is consistent with Article XI, Section 1 of the Tribe's Constitution.

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians hereby authorizes the Tribal Ogema, or in the absence of, the Tribal Council Speaker, to execute Attachment A to the Sales/Lease Agreement with Data Financial/ShuffleMaster and agrees to the limited waiver of sovereign immunity and consents to have disputes between the Tribe and Data Financial/ShuffleMaster, which arise under that agreement decided by arbitration.

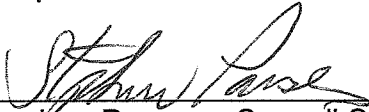
IT IS FINALLY RESOLVED that the Tribal Council hereby authorizes and directs the Tribal Ogema to forward a copy of this Resolution, together with the executed Attachment A to the Business Board of Little River Casino Resort.

**CERTIFICATE OF ADOPTION**

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 6 FOR, 2 AGAINST, 0 ABSENT, and 1 ABSTAINING, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held on June 13, 2001, at the Little River Band Community Center in Manistee, Michigan, with a quorum being present for such vote.

  
\_\_\_\_\_  
Janine M. Sam, Council Recorder

Attest:

  
\_\_\_\_\_  
Stephen Parsons, Council Speaker

Distribution: Council Records  
Tribal Ogema  
Tribal Court  
Legal Department  
Business Board - LRCR

## ATTACHMENT (A)

### Dispute Resolution\Limited waiver of immunity

1.01 Arbitration. "Vendor" and "Buyer" agree that any dispute, controversy or claim arising out of or relating to this Agreement or other obligation between the parties that cannot be resolved through the negotiations shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date the demand for Arbitration is made. The parties agree that binding arbitration shall be the sole remedy as to all disputes arising out of this Agreement. The arbitration shall take place in Manistee County, Michigan, or such other place as the parties may agree. Except as provided in Section 1.02, the law to be applied in said arbitration shall be: applicable federal and Tribal laws concerning gaming devices and gaming vendors and the law of the State of Michigan, including the Uniform Commercial Code, without reference to any choice of law provisions. Each party shall notify the other party of its nominee for an arbitrator. If the "Vendor" and "Buyer" can agree upon the nomination of a single arbitrator, each party's nominee shall serve as arbitrator upon a panel of three, and those two arbitrators shall select a third arbitrator to serve with them within two weeks. The arbitration decision shall be final and binding upon the "Vendor" and "Buyer" unless, during or following completion of the arbitration proceedings, the "Vendor" and "Buyer" have met and arrived at a different settlement of the dispute. The costs of the arbitration shall be borne equally to the parties, unless the arbitrator(s) rule otherwise. In rendering its decision and award, if any, the arbitration panel shall not alter or otherwise modify the provisions of this Agreement, including the limitations on recourse defined in Section 1.03..

1.02 Waiver of Sovereign Immunity. The "Buyer" expressly waives its sovereign immunity for the purpose of permitting or compelling binding arbitration as provided in this Attachment A, or enforcing any such arbitration award, and consents to be sued, in accordance with this paragraph in the Commercial Division of the Little River Band Tribal Court and the Tribal Court of Appeals. By this agreement, the "Buyer" does not waive, limit or modify its sovereign immunity from unconsented suit, except as set forth in this Attachment A. The Buyer's waiver of its sovereign immunity in this Agreement only extends to disputes of the specific written rights and duties of the "Vendor" and "Buyer" pursuant to this Agreement and the other agreements between the parties. The law to be applied in any proceeding to compel or enforce in accordance with this paragraph shall be the law of the State of Michigan and the Tribal Arbitration Code.

1.03 Property and Funds Pledged and Assigned to Satisfy Enforcement Proceedings. Damages awarded against the Buyer in satisfaction of any enforcement proceedings under this Agreement shall be awarded only from the following: (i) financing provided to the "Buyer" for the development of the Casino Project; (ii) repossession of any equipment being sold under the Agreement; and (iii) gross gaming revenues of the "Buyer". Damages awarded against the "Buyer" shall not constitute a lien upon or be collectable from any other income or assets of the "Buyer", except with the "Buyer's" consent.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

For:

For: Little River Band of Ottawa Indians