



## Little River Band of Ottawa Indians

375 River Street  
Manistee, MI 49660  
(231) 723-8288

Resolution No. #02-0306-16

**Authorizing the Tribal Ogema, or in the absence of, the  
Tribal Council Speaker to Execute a Sales Agreement  
with Mikohn Gaming Corporation and Consenting to Have Disputes  
Arising Under That Agreement Resolved by Binding Arbitration in  
Accordance with Attachment 2 to that Agreement**

WHEREAS, the Band'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 Band 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 Band 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 Band; 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, pursuant to Article IX, Section 1 of the Constitution provides that the Band "shall not waive or limit the right of the Little River Band to be immune from suit, except as authorized by tribal ordinance or resolution or in furtherance of tribal business enterprises"; and

WHEREAS, the Tribal Council has previously approved a Capital Budget for the Casino Resort Expansion Project, which includes estimated budget requirements for the FF&E required for the Casino Resort Expansion; and

WHEREAS, the Tribal Council has previously delegated to the Construction Management Team certain responsibilities regarding bidding and contracting for the FF&E portion of the Casino Resort Expansion Budget; and

WHEREAS, the Construction Management Team and Director of Gaming Operations for Little River Casino Resort have identified certain slot signs, which were not included in the Sales Agreement previously presented by the Construction Management Team; and

WHEREAS, the Construction Management Team has presented a Sales Agreement with Mikohn for the additional slot signs required in the form prepared by the Band's Legal Department and previously approved by the Tribal Council; and

WHEREAS, Mikohn Gaming Corporation has requested a limited waiver of sovereign immunity from the Band to allow disputes arising under the sales agreement to be resolved through binding arbitration, enforceable in the Commercial Division of the Tribal Court, which agreement is reflected in Attachment 2 to this Resolution; and

WHEREAS, the Tribal Council has adopted the Arbitration Code, Ordinance #01-300-02, governing the approval of contracts which include arbitration provisions; and


WHEREAS, the Tribal Council has determined that the specific waiver of sovereign immunity requested by Mikohn Gaming Corporation 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 the Sales Agreement and Attachment 2 to that Sales Agreement with Mikohn Gaming Corporation to purchase the equipment described in Attachment 1 to that Agreement for the purchase price of \$95,408.00 and for the installation of that equipment for the additional sum of \$2,353.00.

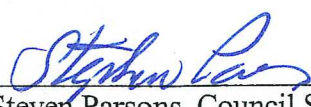
IT IS FINALLY RESOLVED THAT the Tribal Council agrees to a limited waiver of sovereign immunity and consents to have disputes between the Tribe and Mikohn Gaming Corporation, which arise under that agreement decided by arbitration, including the limitation on recourse provisions contained in Section 1.03 of Attachment 2, which agreement to arbitrate would be enforceable in the Commercial Division of the Tribal Court in accordance with the Tribal Arbitration Code.

**CERTIFICATE OF ADOPTION**

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 6 FOR, 8 AGAINST, 3 ABSENT, and 8 ABSTAINING, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held on March 6, 2002, at the Little River Band's Downtown Offices in Manistee, Michigan, with a quorum being present for such vote.

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

Attest:

  
\_\_\_\_\_  
Steven Parsons, Council Speaker

Distribution: Council Records  
Tribal Ogema  
Tribal Court  
Legal Department  
Mikohn Gaming Corp.



## **STANDARD SALES AGREEMENT**

### **EQUIPMENT: New displays and electronics**

1. **Agreement and Parties.** This is a Sales Agreement ("Agreement") between MIKOHN GAMING CORPORATION, and/or its wholly owned subsidiaries MIKOHN NEVADA or MGC, INC. ("Mikohn"), and Little River Band of Ottawa Indians d/b/a Little River Casino Resort ("Customer"), doing business at 2700 Orchard Highway Manistee, MI 49660-9752 (the "Location"), concerning the sale and delivery of certain gaming devices, associated gaming equipment, and/or signage (collectively the "Equipment") described in detail on **ATTACHMENT No. 1** annexed hereto and incorporated by reference.
2. **Purchase Price.** The purchase price for the Equipment, including electronics, is \$95,408.00, exclusive of any duties, taxes, or insurance. Shipping, installation and travel will be billed separately in accordance with Section 5.1. Purchaser shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchaser Order Change Notice issued and signed by the Purchaser.
3. **Delivery Date/Shipping Instruction.** Unless otherwise directed by the Customer Purchasing Agent, the Equipment shall be shipped to the Customer Casino Resort facilities at 2700 Orchard Highway (U.S. 31 and M-22) Manistee, Michigan 49660 (hereinafter the location). The Equipment shall be delivered to the location, or other location specified by the Customer Purchasing Agent on or before April 30, 2002 but no earlier than April 1, 2002. **Mikohn commits to delivery of the Equipment no later than eight (8) weeks following execution of this Agreement between the parties.** Prior to shipping the equipment, Mikohn (or the Mikohn shipping agent) shall contact the Customer Purchasing Agent to receive shipping instructions. Mikohn acknowledges and agrees that time is of the essence in the performance of this Sales Agreement. If delivery dates cannot be met, Mikohn shall promptly notify the Customer of the earliest possible date for delivery. For purposes of this paragraph, the name, address and telephone number of the Customer Purchasing Agent is: Mike Dickson, Director of Gaming Operations, Little River Casino Resort, 2700 Orchard Highway (M-22), Manistee, Michigan 49660; Telephone: (231) 723-1535. **If the Delivery Date is delayed as a result at the request of customer beyond this date, Mikohn reserves the right to invoice Customer for the Equipment as of Delivery Date, the date by which Mikohn was ready, willing and able to deliver the Equipment.**
4. **Down Payment and Payment Terms.** A down payment in the amount of fifty percent (50%) of the purchase price shall be paid at the time or this Agreement is signed. Payment in full of the balance due under this Purchase Agreement, together with the installation charges described in Section 5.1, shall be made by the Customer within 30 days net following installation and successful testing of the Equipment by Mikohn and the Customer authorized representative.
5. **Shipping/Installation Billed Separately; Installation Date; Installation Instructions; Servicing Information.**
  - 5.1 Mikohn hereby agrees to ship, crate and install the Equipment, the additional cost of which shall be borne entirely by Customer. Execution of the Agreement by the Customer shall constitute authorization for Mikohn to install the Equipment in accordance with all of the terms and conditions listed in this Agreement for the total sum of \$2,353.00, including all fees, travel and reimbursable expenses of Mikohn employees. Customer acknowledges that it will be billed separately for such installation and that all amounts owed for the installation of the equipment will be due no later than the 20<sup>th</sup> day of the month following final installation and successful testing of the Equipment, provided Mikohn has invoiced the Customer for installation on or before the 25<sup>th</sup> day of month and provided Mikohn has provided all supporting documentation reasonably required by the Customers Lenders.
  - 5.2 The Equipment will be located and installed at the Location. The installation of the Equipment will begin on or before April 15, 2002 (Installation Date), and will be completed on or before April 30, 2002 (Completion Date). Customer will give Mikohn not less than 7 days advance notice of any change(s) in the projected Installation Date.
  - 5.3 Installation does not include site preparation. If Customer elects to have the Equipment installed by Mikohn:  
  
Mikohn reserves the right to install the Equipment with any qualified personnel who Mikohn deems necessary.  
  
Mikohn will provide Customer with the necessary site preparation specifications.  
  
Prior to the Installation Date, Customer shall prepare the site for the installation of the Equipment. Customer's preparation shall include the completion, at Customer's expense, of all site work which is deemed necessary by Mikohn for the installation of the Equipment including, without limitation, any and all wiring, plumbing, masonry, concrete or carpentry work and supplying all necessary electrical and communications outlets and cables.



After the installation and successful testing of the Equipment, any additional service, parts or support required by customer shall be billed to Customer at Mikohn's rates then in effect unless the warranty provisions of this Agreement are applicable.

5.4 If Customer so elects, and at Customer's cost once any applicable warranties have expired, Mikohn will provide repair and service to the Equipment. If Customer requests service on the Equipment, Customer must notify Mikohn's Service Division at (800) 798-1942 (Las Vegas area: 798-1942). Customer's failure to request service through the Mikohn Service Division may result in an unnecessary delay in repairs and service.

- 6 **Required approvals for Equipment.** Customer understands that the Equipment cannot be delivered until it has received all necessary government authorizations and approvals, if any. Customer also acknowledges that the use of the Equipment may be subject to regulatory authorizations and approval outside of the control of Mikohn and that such authorizations and approval may, or may not, be able to be obtained within the time frames set forth in this Agreement. Customer hereby agrees to an extension to the Delivery Date if regulatory authorization and approval cannot be obtained within the time frames contemplated by this Agreement.
- 7 **Warranty, Disclaimers and Limitations of Liability.** MIKOHN WARRANTS THAT FOR A PERIOD OF NINETY (90) DAYS FOLLOWING INSTALLATION, IF INSTALLATION IS DONE BY MIKOHN, THE EQUIPMENT PURCHASED HEREUNDER WILL BE FREE FROM DEFECTS AND IN GOOD WORKING ORDER. MIKOHN SHALL PROVIDE REMEDIAL MAINTENANCE AND SERVICING FOR THE SPECIFIED WARRANTY PERIOD. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF DEFECT IS EXPRESSLY LIMITED TO THE RESTORATION OF THE EQUIPMENT TO GOOD WORKING CONDITION BY ADJUSTMENT, REPAIR OR REPLACEMENT OF DEFECTIVE PARTS, AT MIKOHN'S ELECTION. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AFFIRMATION OF FACT, INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING SUITABILITY FOR USE OR PERFORMANCE OF THE EQUIPMENT SHALL BE DEEMED TO BE A WARRANTY OF MIKOHN FOR ANY PURPOSE. CUSTOMER SHALL NOTIFY MIKOHN'S SERVICE DIVISION AT (800) 798-1942 (LAS VEGAS AREA: 798-1942) OF ANY AND ALL PROBLEMS, MALFUNCTIONS, ERRORS AND/OR PERFORMANCE ISSUES WITH THE EQUIPMENT. CUSTOMER'S FAILURE TO REPORT ALL REPAIR AND MAINTENANCE ISSUES TO THE MIKOHN SERVICE DIVISION AT THE ABOVE TELEPHONE NUMBER WILL NEGATE MIKOHN'S OBLIGATIONS SET FORTH IN THIS SECTION. IN NO EVENT SHALL MIKOHN BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, ARISING OUT OF ANY BREACH OF THIS AGREEMENT.
- 8 **Security Interest and Customer's Obligations.** Until all of Customer's obligations under this Agreement have been fully satisfied: (i) Customer hereby grants to Mikohn a purchase money security interest in the Equipment to secure the performance and payment of all sums due under this Agreement; (ii) Customer agrees to sign appropriate documents to perfect Mikohn's security interest; (iii) Customer shall not, without prior written consent of Mikohn, its successors or assigns, sell, lease, encumber, or otherwise alienate the Equipment or any part thereof; (iv) Customer shall, at its own cost and expense, pay as they become due, all taxes, fees and assessments levied or assessed on the Equipment; (v) Customer shall maintain the Equipment in good order and repair and not permit misuse, waste or undue deterioration of the Equipment; (vi) at its own cost and expense, Customer shall keep the Equipment insured for its full insurable value by an insurance policy acceptable to Mikohn which shall name Mikohn, its successors and assigns, as the insured or an additional insured and shall provide for thirty (30) days' prior written notice of cancellation to Mikohn, its successors and assigns; (vii) Customer shall, upon request, furnish a certificate evidencing the required insurance coverage; and (viii) Customer shall permit Mikohn to enter upon Customer's premises at any reasonable hour to inspect the Equipment. Customer hereby agrees that a copy of this Agreement signed by the Customer when attached to any financing statement or similar instrument, the filing of which is necessary to perfect a security interest, shall be deemed Customer's signature on such instrument. Mikohn will file documents as may be necessary to discharge or terminate any purchase money security interest retained by Mikohn immediately upon receipt of the full Purchase Price of the Equipment.
- 9 **Loss or Damage.** Customer assumes all risk of loss of, and damage to, the Equipment following delivery by Mikohn and Customer shall not be released from any obligations under this Agreement because of any loss, damage or disrepair suffered by the Equipment.
- 10 **Indemnification.**  
10.1 Customer indemnifies Mikohn and holds Mikohn harmless in respect of any and all liabilities arising from Customer's business, or any negligent act or omission of Customer, or any agent or employee of Customer. For



the purposes of this indemnity, the term "Mikohn" includes the officers, directors and shareholders of Mikohn and Mikohn's affiliates, and their successors, heirs and assigns; and the term "liabilities" includes all claims, demands, damages, actions, suits, debts, attorneys fees, liens, costs and obligations of every nature, character and description, known or unknown, accrued or not yet accrued, whether anticipated or unanticipated.

**10.2** Mikohn indemnifies Customer and holds Customer harmless in respect of any and all liabilities arising from Mikohn's business, or any negligent act or omission of Mikohn, or any agent or employee of Mikohn. For the purposes of this indemnity, the term "Customer" includes the officers, directors and shareholders of Customer and its and their successors, heirs and assigns; and the term "liabilities" includes all claims, demands, damages, actions, suits, debts, attorneys fees, liens, costs and obligations of every nature, character and description, known or unknown, accrued or not yet accrued, whether anticipated or unanticipated.

**10.3** Mikohn represents and covenants to Customer that Mikohn has all the requisite licenses, permits and other governmental authorizations to build, design, sell, lease, convey, and/or license the Equipment. Mikohn represents and covenants to Customer that it is the owner or licensee of all patents, trademarks, service marks, registered marks, proprietary information and such other technical information applicable to the Equipment and will defend, hold harmless and indemnify Customer from any claim to the contrary.

**11 Default and Remedies.** Customer shall be deemed in default under this Agreement upon the occurrence of any one of the following: (i) failure of Customer to make any payment within ten (10) days of its due date or failure to perform any other obligation under this Agreement within thirty (30) days after receipt of written notice of default and failure to cure; (ii) if any representation or statement made or furnished to Mikohn by Customer in any financial or credit statement or application for credit made prior to this Agreement, proves to have been false in any material respect when made or furnished; (iii) loss, theft, destruction, seizure, attachment or unauthorized sale or encumbrance of any of the Equipment; (iv) death, dissolution, insolvency, appointment of a receiver for, or commencement of any proceeding under any bankruptcy or insolvency laws by or against Customer; (v) expiration or revocation of any gaming license of Customer; (vi) sale, or any other transfer of Customer's rights to possession of Customer's business premises, for any reason, which results in cessation of operation of the Equipment for a period of thirty (30) days. In the event of default, Mikohn may, at its option and without demand or notice to Customer, declare all amounts remaining unpaid under this Agreement immediately due and payable and interest shall accrue on the outstanding principal and interest balance at a rate of 1.5% per month, which is 18% per annum, until paid in full and Mikohn shall be entitled to recover any attorney fees and any other costs of collection. In addition to any other rights or remedies available to Mikohn at law or equity, Mikohn shall have all rights and remedies afforded to a secured party pursuant to the provisions of the Uniform Commercial Code. No waiver by Mikohn, its successors or assigns, of any default, including, but not limited to, acceptance of late payment after the same is due, shall operate as a waiver of any other default or of the same default on a future occasion. Time is of the essence.

**12 Applicable Law, Dispute Resolution.**

**12.1** Any dispute resolution necessary pursuant to this Agreement shall be done in accordance with Attachment 2 and the related code, each of which are incorporated by reference as though fully set forth herein.

**13. No Right of Setoff.** The monies owed herein by Customer shall be paid in full when due under the terms of this Agreement without right of setoff of any monies owed by Mikohn to Customer under any other agreement.

**14. Scope of Salesperson's Authority.** This Agreement contains all of the covenants between the parties regarding all matters set forth herein, and no representations made by Mikohn's salespersons or anyone else shall be binding unless incorporated herein in writing. This Agreement, although it may be signed or acknowledged by a salesperson of Mikohn, shall not be binding upon Mikohn for any purpose until an authorized officer of Mikohn executes the same.

**15. Mikohn's Property Rights.** All Mikohn software programs, designs, inventions and Equipment manuals are the exclusive property of Mikohn. No part of any Mikohn design, Equipment manual or software program (including without limitation any compression technology contained in any software program) may be copied, reproduced, disclosed to third parties, transmitted, stored in a retrieval system, or translated into any foreign language, without the prior written permission of Mikohn.

**16. Mikohn and Customer suitability.**

Customer understands and acknowledges that this Agreement, at Mikohn's discretion, may be subject to the Customer and its principals completing and submitting to Mikohn a due diligence compliance questionnaire (including an Authorization for the Release of Information) and being found suitable by Mikohn's Compliance Committee. Notwithstanding any other provision in this Agreement to the contrary, Mikohn may terminate this Agreement without further obligation or liability to Customer if, in the judgment of Mikohn's Compliance Committee, the relationship with Customer or Customer's principals could subject Mikohn to disciplinary action or



cause Mikohn to lose or become unable to obtain or reinstate any federal, state and/or foreign registration, license or approval material to Mikohn's business or the business of any Mikohn subsidiary.

Mikohn represents that it has and will continue during the performance of this Agreement to comply with the provisions of all applicable Tribal, federal, and state laws. If the Equipment constitutes Gaming Devices or Equipment, as those terms defined by the Little River Band of Ottawa Indians Gaming Ordinance, Mikohn must possess a current Gaming Vendors License issued by the Little River Band Gaming Commission. Failure to obtain or maintain any required Vendor License shall constitute a breach of this Agreement. Mikohn also warrants and represents that each electronic game of chance (if applicable) and all gaming equipment and supplies provided to Customer meet technical standards prescribed in either State of Nevada or the State of New Jersey.

**17. Modification, Assignment, Waivers, Integration, Notice.**

17.1 This Agreement may be amended or modified only by written instrument executed by both parties.

17.2 Neither party may assign this Agreement, in whole or in part, without the written consent of the other.

17.3 This Agreement shall inure to the benefit of the parties and their respective heirs and assigns.

17.4 Waiver of non-performance of any provision of this agreement does not constitute a waiver of any other provision of this agreement or waiver of non-performance of the same provision on any other occasion.

17.5 If any provision of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, it shall not per se invalidate or render unenforceable any other provision hereof; however, a party who is materially and adversely affected by such declaration may terminate this Agreement upon thirty (30) days notice given to the other party not later than thirty (30) days after the date of such declaration.

17.6 This Agreement constitutes the entire understanding and Agreement between the parties and cancels, terminates and supersedes any prior understandings or agreements relating to the subject matter hereof between the parties.

17.7 Notices under this Agreement shall be directed to each party at its address appearing under its name on the signature page hereof, or to such other address as either may hereafter specify to the other in writing. Notices are deemed to have been received [i] on the fourth business day following posting thereof in the U. S. Mail, properly addressed and postage prepaid, and [ii] when received in any medium if confirmed or receipted for in the manner customary in the medium employed, or if acknowledged in any manner by the party to whom the communication is directed.

**THIS AGREEMENT IS NOT BINDING UNTIL SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES. IN WITNESS WHEREOF,** the parties have executed this Agreement on the date below written.

DATE: 3/1/02 (Effective Date).

"Customer"

By:   
(Authorized Officer)

Print Name: Robert Guenthardt

Title: Tribal Ogema

Customer's mailing address (if not the Location):

"Mikohn"

By: \_\_\_\_\_  
(Authorized Officer)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Salesperson: Tim Warner

Don James  
**Little River Casino**  
172 Memorial Drive  
Manistee, MI 49660

February 13, 2002

Dear Mr. James

We are pleased to present our proposal for the following scope of work:

Design Number **L20162R3**

**Sign** One (1) double face internally illuminated "Wolverine" display. Cabinet with painted faux finish with simulated wood timbers and rocks. Silk plants.  
**Description** Rotating denomination cabinet with fiber optics. 3D tree with bronze finish with fiber optics in tree. Jackpot trigger with sound package. Base mounted on round wooden poles. Two (2) brass engraved plaques mounted to stained/clear coated backers. Approximate size 5'2" x 13'2".

**Electronic  
Description**

| <u>Quantity</u> | <u>Description</u>      | <u>Part #</u> | <u>Price</u> |
|-----------------|-------------------------|---------------|--------------|
| 2               | 2x3 250 series meter    | 002-870-20    | \$ 13,050.00 |
| 1               | Con 21 super controller | 051-037-10    | \$ 1,900.00  |
| 1               | Harness                 | TBD           | \$ 455.00    |
| 10              | Pigtails                | TBD           | \$ -         |

Display Price w/ 2 plaques \$ 80,003.00

Electronics \$ 15,405.00

Shipping/Crating/Installation/Travel \$ 2,353.00

**Total \$ 97,761.00****Note:**

The above pricing does not include applicable sales tax. Price of machine harness and pigtails subject to change depending on game type. Please verify game type prior to order.

This is sales quote and does not constitute a contract binding on either party. Upon acceptance of this quote, a written contract will be prepared in the form of the Sales Agreement attached hereto. The Sales Agreement will incorporate the substantive terms of this quote and shall become a binding contract when an authorized representative of both parties executes it.

**Terms:**

Fifty percent (50%) due upon placement of order, twenty five percent (25%) due upon shipping, balance due net thirty (30) days.

Thank you for the opportunity to work with you and your casino.  
We look forward to doing business with you in the near future.

Sincerely,  
Mikohn Corporation

Tim Warrner  
Account Executive  
mrm

Approved



Title

Ogema

Date

3/1/02

PO#



## ATTACHMENT (2)

### 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 the 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. In rendering this 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 the 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 2. The Buyers 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, as described in a Taxable Construction Loan Agreement between the Buyer and Miller & Schroeder Investments Corporation and Comerica Bank and Other Lenders described therein; provided that Vendors right to recourse against financing proceeds under such Taxable Construction Loan Agreement shall be subject to any requirements under the terms of a Taxable Disbursing Agreement between the Buyer, Miller & Schroeder Investments Corporation, Comerica Bank and Commonwealth Land Title Insurance Company, as Disbursing Agent, dated June 21, 2001, as amended from time to time; (ii) repossession of any equipment being sold under the Agreement; provided that any purchase money security interest retained by the Vendor shall be immediately discharged upon receipt of the purchase price for the goods and services under this Agreement; and (iii) net gaming revenues of the Purchaser distributed to the Purchaser under the terms of Management Agreement between the Purchaser and Manistee Gaming, LLC, dated July 15, 1999, as amended from time to time; provided that the Purchaser shall not have recourse on any claim to net gaming revenues which have been (a) transferred to a Trust and Agency Fund of the Purchaser; (b) to an Enterprise Fund of the Purchaser; or (c) except for the equipment being sold under the Agreement, to assets of the Purchaser that were purchased with net gaming revenues distributed to the Purchaser. Damages awarded against the Buyer shall not constitute a lien upon or collectable from any other income or assets of the Buyer, except with the Buyers consent.

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

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

Its: \_\_\_\_\_

For:

Date: 3/1/02

Signed: Robert L. Linn

Its: Ojema

For: Little River Band of Ottawa Indians