



Little River Band of Ottawa Indians

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

Resolution No. #02-0306-17

**Authorizing the Tribal Ogema, or in the absence of, the
Tribal Council Speaker to Execute a Sales Order with
WMS Gaming Company and Consenting to Have Disputes Arising
Under That Agreement Resolved by Binding Arbitration in Accordance
with Section 4 of Additional Terms and Conditions to that Sales Order**

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 negotiated the purchase of certain slot machines and related equipment from WMS Gaming Company and recommended approval of a Sales Order with WMS Gaming Company in a form approved by the Band's Legal Department; and

WHEREAS, WMS Gaming Company has requested a limited waiver of sovereign immunity from the Band to allow disputes arising under the Sales Order to be resolved through binding arbitration, enforceable in the Commercial Division of the Tribal Court, which agreement is reflected in Section 4 of the Additional Terms and Conditions described in Attachment A to that Sales Order; and

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

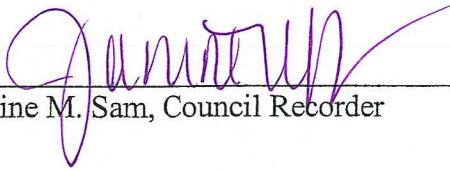
WHEREAS, the Tribal Council has determined that the specific waiver of sovereign immunity requested by WMS Gaming Company for the specific purpose of enforcement and/or interpretation of that agreement is in furtherance of important Tribal purposes and tribal business enterprises and that such waiver 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 Order, including Attachment A - Additional Terms and Conditions, with WMS Gaming to purchase the slot machines and equipment described in that Agreement for a purchase price not to exceed \$472,969.40.

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 WMS Gaming, which arise under that agreement decided by arbitration, including the limitation on recourse provisions contained in Section 4.3 of the Additional Terms and Conditions to that Sales Order, which agreement to arbitrate would be enforceable in the Commercial Division of the Tribal Court in accordance with the Tribal Arbitration Code.

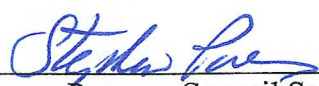
CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 5 FOR, 1 AGAINST, 3 ABSENT, and 0 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.



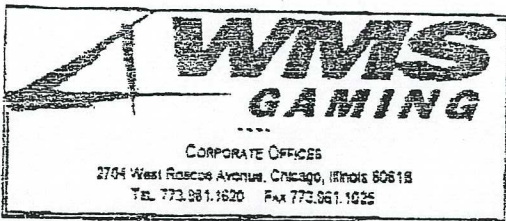
Janine M. Sam, Council Recorder

Attest:



Steven Parsons, Council Speaker

Distribution: Council Records
Tribal Ogema
Tribal Court
Legal Department
WMS Gaming



DATE	01/25/02	SO -	Quote
DATE OF ORDER		QUANTITY OF ORDER	
DATE OF DELIVERY	D. O'Leary	QUANTITY OF ORDER	
QUANTITY OF ORDER	Midwest	QUANTITY OF ORDER	
QUANTITY OF ORDER		QUANTITY OF ORDER	

Little River Band of Ottawa Indians dba
Little River Casino
P. O. Box 417
Manistee, MI 49829

Same

[illegible]

TERMS:

- Sale - Cash Net 30 days after delivery.

3% OF MACHINE PRICE IS \$14,815.20 (BASE PRICE, TAX INCLUSIVE). THIS AMOUNT MAY BE DEDUCTED IF PAYMENT IS RECEIVED WITHIN 30 DAYS OF INVOICE DATE.

SUBTOTAL	\$312,115.00
DISCOUNTS	\$94,405.80
CREDIT	
DEPOSIT	
TAX	
FREIGHT	\$5,000.00
TOTAL DUE	\$472,699.40

DISCOUNT INFORMATION		NOTE: Discounts apply to Machine Extended Price ONLY
SALE - No Trial		2%
Corporate Discount		5%
No Trade		2%

Little River Band of Chaws
Acceptance: Indians (da) ("Customer")
Robert Guenther Date: 3/1/02
Name: Robert Guenther Title: Owner

FREIGHT SHIPPING INFORMATION	
FOS RESERVATION	
Freight Per Unit:	\$100.00
Approval	WMS Gaming, Inc. (7/24/2001)
Date:	
Name: Alton Kapian	Title: V.P. - Finance

Date: 1/22/02

Contact Name: Don James
Casino Name: Little River Casino
Address: P.O. Box 417
City, St, Zip: Manistee, MI 49660



Dear Don

Thank you for your most recent order with WMS Gaming. This form is NOT a contract. I would like to confirm the configuration for your upcoming order with WMS. An original Sales WMS Order will follow.

[illegible]

Player Tracking:

Arrest:

Finish:

Special Instructions:

***If the PTS is customer supplied and the components do not arrive at build location 2 weeks prior to production, casino will be responsible to install the PTS at their site.

If you agree with the above configuration, please sign below and fax back to me @ (773-961-1112). If not, please make the appropriate changes, sign below and fax, as well. Upon receipt of this signed document, this configuration will be put into our production schedule. Thank you.

Sincerely,

Dennis O'Leary
Account Executive

--If customer makes any changes to the above configuration, it may affect lead times &/or costs as listed on upcoming WMS Sales Order.

Don James
Print Name (Customer)

Signature (Customer)

Date

Customer Requested Delivery
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☐ Standard Delivery (10 wks)☐ Other

(this must be in date format - no ASAP's accepted)

***If customer makes any changes to the above configuration, it may affect lead times &/or costs as listed on upcoming WMS Sales Order.

ATTACHMENT (A)

ADDITIONAL TERMS AND CONDITIONS

1. SHIPPING/DELIVERY:

1.1. Shipping Instructions/Delivery. Unless otherwise directed by the Buyer's Purchasing Agent, the Equipment shall be shipped FOB Buyer's Casino Resort facilities located 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 Buyer's Purchasing Agent on or before April 30, 2002 but no earlier than April 1, 2002.

1.2. Prior to shipping the Equipment, WMS Gaming (or WMS Gaming's shipping agent) shall contact the Buyer's Purchasing Agent to receive shipping instructions. WMS Gaming acknowledges and agrees that time is of the essence in the performance of this Purchase Agreement.

1.3 If delivery dates cannot be met, WMS Gaming shall promptly notify the Buyer of the earliest possible date for delivery.

1.4. For purposes of this paragraph, the name, address and telephone number of the Buyer's Purchasing Agent is:

Mike Dickson, Director of Gaming Operations
2700 Orchard Highway, Manistee, MI 49660
Telephone: (231) 723-1535

2. WMS Gaming warrants that it possesses a current Gaming Vendor's 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.

3. APPLICABLE LAW/VENUE.

3.1. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Michigan, including without limitation, laws relating to substantive rights and remedies to intellectual property. Notwithstanding anything to the contrary set forth in this Agreement, WMS Gaming acknowledges and agrees that the Buyer's agreement to designate Michigan law as the governing law shall in no way constitute or be interpreted as a waiver or modification of, or limitation on, the Buyer's sovereign immunity from suit in the courts of the State of Michigan. The parties agree that the situs of this Agreement is the Reservation of the Little River Band of Ottawa Indians.

4. DISPUTE RESOLUTION/ARBITRATION:

4.1. Arbitration. WMS Gaming 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 (b), 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 WMS Gaming 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 WMS Gaming and Buyer unless, during or following completion of the arbitration proceedings, WMS Gaming and Buyer have met

and arrived at a different settlement of the dispute. 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 4.3.

4.2. Waiver of Sovereign Immunity. The Buyer expressly waives its sovereign immunity for the purpose of permitting or compelling binding arbitration as provided in Section 4.1, 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 in any other court, including any state or federal court. The Buyer's waiver of its sovereign immunity in this Agreement only extends to disputes of the specific written rights and duties of the WMS Gaming 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.

4.3. 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 WMS Gaming's 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 WMS Gaming 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 Buyer distributed to the Buyer under the terms of the Management Agreement between the Buyer and Manistee Gaming, LLC, dated July 15, 1999, as amended from time to time; provided that the WMS Gaming's right to recourse against net gaming revenues shall not extend to net gaming revenues which have been transferred to either: (i) a Trust and Agency Fund of the Buyer; or (ii) an Enterprise Fund of the Buyer; or (c) except for the equipment being sold under this Agreement, to assets of the Buyer purchased with net gaming revenues distributed to 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: _____

Signed: _____

Its: _____

For: WMS Gaming

Date: 3/1/02

Signed: 

Its: 

For: Little River Band of Ottawa Indians

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Signed: _____

Its: _____

For: WMS Gaming

Date: 3/1/02

Signed: 

Its: 

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