



Little River Band of Ottawa Indians

PO Box 314
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(616) 723-8288

Resolution No. #99-0503-01

**Designating Persons Authorized to Execute
Contracts on Behalf of "Little River Casino Resort"
Pending Approval of the Management Agreement with
North American Gaming Company and Agreeing to a Limited
Waiver of Sovereign Immunity in Such Contracts**

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 has determined that the establishment and operation of a Class II and Class III tribal gaming enterprise under the IGRA will assist the Tribe generate the revenues needed to establish an effective tribal government, provide necessary employment opportunities services for tribal members and promote tribal self-sufficiency; and

WHEREAS, the Tribe has executed a Management Agreement, and submitted such Agreement to the National Indian Gaming Commission for approval, which authorizes North American Gaming Company to provide management and operation services to the Tribe for the conduct of such gaming enterprise pursuant; and

WHEREAS, the Tribal Council has, pursuant to Resolution No. #99-0314-07, authorized the chartering of Little River Casino Resort, as a distinct instrumentality created, wholly-owned and controlled by the Tribe, for the purpose of operating a Class II and Class III gaming resort on the Tribe's Reservation; and

WHEREAS, the Tribal Council has appointed Council members Connie Waitner and Carol Bennett to serve as the Business Board for Little River Casino Resort pending approval of the Management Agreement with North American Gaming Company; and

WHEREAS, the Tribal Council has, pursuant to Resolution No. #99-0325-04, authorized the Business Board representatives designated by the Tribal Council

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to sign checks written on the bank account(s) established for Little River Casino Resort; and

WHEREAS, the Tribal Council has determined that it is necessary and prudent to authorize persons to execute contracts with vendors and other persons doing business with Little River Casino Resort, in accordance with the pre-opening budgets established for that enterprise; and

WHEREAS, Little River Casino Resort, as a wholly-owned enterprise of the Little River Band of Ottawa Indians, a federally recognized Indian Tribe, possesses immunity from suit for damages in federal, state or tribal courts; and

WHEREAS, Article XI, Section 1 of the Little River Band of Ottawa Indians' Constitution provides that the Tribal Council 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 approved limited waivers of immunity in the form as follows:

x.x. Arbitration. The "Vendor" and "Customer" 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, and the Federal Arbitration Act. 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. The law to be applied in said arbitration shall be 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 "Customer" can agree upon the nomination of a single arbitrator for the dispute, such person shall serve as sole arbitrator. If the "Vendor" and "Customer" do not 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 "Customer" unless, during or following completion of the arbitration proceedings, the "Vendor" and "Customer" have met and arrived at a different settlement of the dispute. The costs of the arbitration shall be borne equally by 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.

x.x2. Waiver of Sovereign Immunity. Subject to the provisions of x.x, the "Customer" expressly waives its sovereign immunity for the purpose of permitting or compelling binding arbitration as provided in x.x, or enforcing any such arbitration award, and consents to be sued, in accordance with this paragraph, in any of the following: (i) in the United States District Court for the Western District of Michigan, the United States Court of Appeals for the Sixth Circuit, and the United States Supreme Court, (ii) the Tribal Court, and (iii) if the foregoing forums lack jurisdiction, in the Michigan State Court system or any court of

competent jurisdiction. By this agreement, the "Customer" does not waive, limit or modify its sovereign immunity from unconsented suit, except as set forth in x.x. The Customer's waiver of its sovereign immunity in this Agreement only extends to disputes over the specific written rights and duties of the "Vendor" and "Customer" 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.

x.x3. Property and Funds Pledged and Assigned to Satisfy Enforcement Proceedings. Damages awarded against the Customer in satisfaction of any enforcement proceedings under this Agreement shall be awarded only from the following: (i) financing provided to the "Customer" for the development of the Casino Project; (ii) repossession of any equipment being sold under the Agreement; and (ii) gross gaming revenues of the "Customer". Damages awarded against the "Customer" shall not constitute a lien upon or be collectable from any other income or assets of the "Customer", except with the "Customer's" consent.

; and

WHEREAS, the Tribal Council has determined that the specific waiver of sovereign immunity described in this Resolution protects the Tribe's interests and assets, and is otherwise in furtherance of important Tribal purposes and tribal business enterprises.

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians hereby authorizes the following persons (known as "the Business Board") to execute contracts on behalf of Little River Casino Resort: Connie Waitner, Carol Bennett, Thomas (Tom) Davis, and Robert Guenthardt; Provided that the signature of either Connie Waitner or Carol Bennett shall be required on all contracts executed on behalf of Little River Casino Resort.

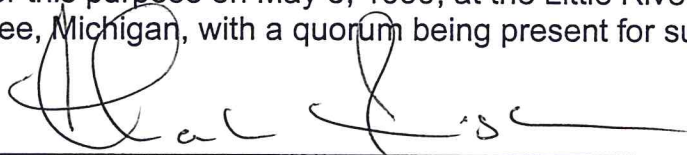
IT IS FURTHER RESOLVED THAT the Tribal Council, by authorizing the above-named individuals to execute contracts on behalf of Little River Casino Resort, expressly agrees to waive its sovereign immunity from suit, in accordance with the specific terms prescribed in this Resolution, for the sole purpose of enforcement and/or compelling arbitration relating to the Tribe's rights and duties under the terms of such contracts.

IT IS FURTHER RESOLVED THAT prior to executing any contract on behalf of Little River Casino Resort, the Business Board shall verify and document the availability of loan facilities or other funding agreements by which such contractual obligations will be satisfied.

IT IS FURTHER RESOLVED THAT the Tribal Council hereby requests that summaries of amounts on contracts approved shall be reconciled with the approved budgets for pre-opening matters and included in the financial report detailing such expense/budget matters and made available to the Tribal Council on a periodic basis.

CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 8 FOR, ~~0~~ AGAINST, 1 ABSENT, and ~~0~~ ABSTAINING, at a Special Session of the Little River Band of Ottawa Indians Tribal Council held for this purpose on May 3, 1999, at the Little River Community Center in Manistee, Michigan, with a quorum being present for such vote.



Charles Fisher, Council Recorder



Attest:

William Willis, Council Speaker