

Larry Romanelli

From: jim stariha <jimstariha@hotmail.com>
Sent: Wednesday, October 29, 2008 3:49 PM
To: Larry Romanelli
Subject: FW: Class C, LLC RID #483755

Larry -

Here's the exchange of e-mails between Pete Brandt & me.

Jim Stariha
Attorney
231-670-0867
P.O. Box 1601
Muskegon, MI 49443-1601

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Subject: RE: Class C, LLC RID #483755
Date: Tue, 28 Oct 2008 14:40:36 -0400
From: BrandtP1@michigan.gov
To: jimstariha@hotmail.com
CC: haganj@michigan.gov; healyt@michigan.gov

Hi Jim,

No problem with the fax machine. Glad you received my email. I also sent a second hard copy of the NOD via snail mail. I understand that this is not the usual type of transaction we deal with so this may be a bit of a learning curve for all involved. As far as addressing the specific questions in your email regarding the NOD:

Corporate Document- You are correct in that we have the Articles of Organization, Filing Endorsement, and Op Agreement for Class C, LLC. However, we have no documentation regarding the membership (Little River Band of Ottawa Indians). As this is somewhat of an unusual transaction I am thinking that the Tribal Compact with the State of Michigan would be needed to verify the sole member of Class C, LLC which is the Indian Tribe itself. Also, there is some question as to the status of the tribe as a sovereign nation and what documentation, if any, is needed?

CC of Ops for Larry's Wife? Yes, we would need a copy of her driver's license.

We would need a proposed lease. This of course assumes that the applicant indeed intends to have a physical location with FF&E and actually operate under the license?

Yes, we would need bank statements showing all funds as required for all applicants.

Received from
Janine 3-19-13

Copies from T.C. records
sent from Robt M

LIQUOR LICENSE APPROVAL AGREEMENT

open
4-6-2011

This Liquor License Approval Agreement (the "Agreement") is made and entered into as of this 16th day of July, 2008 (this "Agreement") by and between THE LITTLE RIVER BAND OF OTTAWA INDIANS, a Federally recognized Indian Tribe ("Buyer") and MI RACING INC., a Delaware corporation ("Seller").

RECITALS

WHEREAS, the Buyer and the Seller have entered into a Buy and Sell Agreement dated as of May 25, 2008, as amended by an Amendment to Buy and Sell Agreement dated as of even date hereof ("Purchase Agreement") for property located in Fruitport Township, Michigan, commonly known as 4800 S. Harvey Street and Great Lakes Downs, and more particularly described in Exhibit "A" attached thereto (defined herein as the "Property");

WHEREAS, the Buyer desires to purchase the Seller's liquor license associated with the Property (the "Liquor License") but the transfer of the Liquor License is subject to the prior approval (the "Approval") of the Michigan Liquor Control Commission (the "MLCC"); and

WHEREAS, as of the date hereof, the Buyer has not yet obtained the Approval, and the Buyer and the Seller have thus agreed to enter into this Agreement in order to address Liquor License transfer matters, including the transfer of the Liquor License to the Buyer upon receipt of the Approval.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The above Recitals are incorporated into and made a part of the Agreement.
2. Subject to Sections 4(c) and 4(d), the term of this Agreement is five (5) months from the date hereof (the "Term").
3. Notwithstanding anything to the contrary in the Purchase Agreement \$40,000 (the "Liquor License Amount") of the \$5,000,000 purchase price for the Property and the Liquor License under the Purchase Agreement shall be held in escrow by Cislo Title Company pursuant to an Escrow Agreement dated of even date hereof among Cislo Title Company (the "Escrow Agent"), the Buyer and the Seller.
4. The following provisions shall apply to the Liquor License transfer process:
 - (a) The Buyer shall apply to the MLCC within thirty (30) days from the date hereof in order to obtain the Approval and if the Buyer fails to do so, the Liquor License Amount shall be returned to the Buyer;

66-2



2009

Magna Entertainment Corp.
337 Magna Drive
Aurora, Ontario,
Canada L4G 7K1
Tel: (905) 726-7191
Fax: (905) 726-7448

January 16, 2009

The Little River Band of Ottawa Indians

c/o Dan Green

375 River Street

Manistee, Michigan 49660

Class C, LLC

c/o James R. Stariha

8 West Walton, P.O. Box 1601

Muskegon, Michigan 49443-1601

Re: Liquor License Approval Agreement between MI Racing Inc. (the "Seller") and The Little River Band of Ottawa Indians dated as of July 16, 2008 (the "LLAA") and the Escrow Agreement among the Seller, the Little River Band of Ottawa Indians and Cisló Title Company (the "Escrow Agent") dated as of July 16, 2008 (the "Escrow Agreement"), each as assigned by The Little River Band of Ottawa Indians to Class C, LLC, a Michigan limited liability company (collectively, The Little River Band of Ottawa Indians and Class C, LLC are collectively referred to herein as the "Buyer") pursuant to an Assignment of Rights to Purchase Liquor License between The Little River Band of Ottawa Indians and Class C, LLC dated as of September 15, 2008 (the "Assignment")

Dear Gentlemen:

The Seller hereby grants an extension under the LLAA for the First Extended Term pursuant to Jim Stariha's December 22, 2008 e-mail request to Dawn Singer therefor and the MLCC's letter to Class C, LLC reauthorizing the investigation of Class C, LLC as of January 5, 2009, copies of which are attached hereto for reference. Pursuant to the LLAA, the First Extended Term expires on February 16, 2009. Also pursuant to the LLAA, in the event the Buyer has not obtained the Approval

LL-3

12

Daily Notes

3/27 Mon 10:00 - Ch Alice →
 Don't mind from IRS 6380
 3/29 Wed → Heather →
 3/30 Thu → Stella → 34-343 4044 →
 331-344 = 0084
 3/31 Fri → Robert Schults →
 4/1 Sat → Mark McManis is
 Transport Letter
 Tracking Letter to Editor
 20 616 893 7223
 [Redacted]
 4/2 Sun → Chuck Yonker →
 3am [Redacted]
 GW LL ISSUE ← →
 TC SP, KA, BH, LB, PR, DK, WK
 ES LR, DG, Me
 Liquor License Issue w Escrow
 Put in Classy LLC? Ask for Papers
 Jim Starry, Mackayon Lawyer
 430pm → Call Stella about kids & changeover

22-4

OPERATING AGREEMENT
of
Class C LLC

This Agreement is made and entered into as of August 11, 2008, by Class C, LLC, a Michigan limited liability company, (the "Company") and Little River Band of Ottawa Indians, a Federally recognized Indian Tribe (the "Member").

1. Organization. The Member has formed the Company pursuant to the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, as amended (the "Act"). The name, purpose, initial registered office, and initial resident agent of the Company are as stated in the Articles of Organization (the "Articles"), that have been filed with the Michigan Department of Consumer and Industry Services as required by the Act. The Company shall continue perpetually unless earlier dissolved pursuant to the Act, the Articles or this Agreement. The Company will be managed by its Member. If the Member is unable to manage the Company, the person designated below will have full authority to act on behalf of the Company and handle the Company's affairs until the Member is able to act or a successor is appointed: (i) if the Member is deceased and the interest in the Company is held by the probate estate of the deceased Member, then the personal representative of the Member's probate estate; (ii) if the interest in the Company is held in a trust, then the trustee of any trust of which the Member is the grantor; (iii) if the Member is physically or mentally incapacitated and has a valid and effective power of attorney, then the person designated as the power of attorney, otherwise a conservator as may be appointed by a court of competent jurisdiction.
2. Books and Records; Fiscal Year; Accounting. The Company shall maintain, in accordance with good accounting practices, either at its principal place of business in Michigan or its registered office, all books and records of the Company's business and affairs as required by the Act.
3. Capital Contributions. By signing this Agreement, the Member agrees to make the capital contribution(s) as set forth on the attached Exhibit A in exchange for the Member's interest in the Company. No interest shall accrue on any capital contribution except as provided in this Agreement. The Member shall not be required to make any additional capital contributions. However, if the Member does make additional capital contributions, the contributions shall be evidenced in a writing which shall be signed by the Company and the Member and which shall designate the contributions as capital contributions to the Company.
4. Loans. Any loans or advances made by the Member to the Company that are not evidenced in writing and designated as capital contributions as required by the immediately preceding paragraph, shall be loans from the Member to the Company payable (1) by the Company to the Member, (2) on demand, (3) with interest at the prime rate plus two (2%) per cent from the date of the loan or advance until repaid in full. The Member shall not be obligated to make any loans or advances to the Company.
5. Company Property. All real and personal property owned by the Company shall be held and conveyed in the name of the Company. The Member shall deposit

LL-5

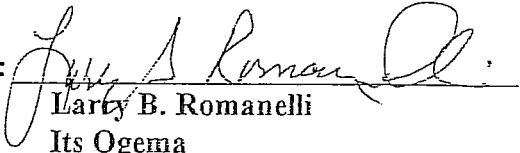
- Company funds in one or more financial institutions in one or more accounts as designated by the Member. The Member shall determine who shall be signatory on the account or accounts.
6. Allocations and Distributions. Net profits or losses of the Company (and the various items of income, expenses and credits for federal income tax purposes), including any profits, gains or losses that are not taken into account for federal income tax purposes, shall be allocated to the Member as a sole proprietor in accordance with applicable Treasury Regulations.
 7. Assignments. The Member shall not assign, sell or otherwise transfer less than the Member's entire interest in the Company. The Member may transfer a portion of the Member's interest in the Company only if the Articles are amended and an operating agreement is entered into that makes provision, among other things, for voting rights, capital contributions, allocations of profit and loss, timing of distributions, designation of tax matters partner, and restrictions of assignment and sale of a Member's interest. If a Member transfers any portion of the Member's interest in the Company without amending the Articles, that transfer shall be null and void.
 8. Dissolution and Withdrawal. The Member may withdraw from the Company only by filing a Certificate of Dissolution with the appropriate agency of the State of Michigan. The Company shall not dissolve merely because of the Member's involuntary withdrawal or death. Upon dissolution, the Company shall be liquidated, its affairs wound up, and its assets will be distributed as provided by the Act.
 9. Additional Members. The Company may admit one or more members upon the terms and conditions determined by the Company and the Member. No member will be admitted unless the Articles are amended and an operating agreement is entered into as required by paragraph 7, above. Any attempt to admit another member without amending the Articles and entering into such an operating agreement will be null and void.
 10. Liability and Indemnification. The Member shall not be liable, responsible, or accountable, in damages or otherwise, to the Company for any acts performed by the Member with respect to Company matters. The Company shall indemnify the Member to the full extent of the law for any act performed with respect to Company matters.
 11. Management. The Company shall be managed by its member(s).
 12. Amendments. This Agreement may be amended only by a writing signed by both the Member and the Company.
 13. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan without regard to any conflict of law provisions. If any provision of this Agreement is, for any reason and to any extent, not valid or unenforceable, the remainder of this Agreement shall be enforceable to the greatest extent permitted by law.

(See page 3 for signatures)

LL-6

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Class C, LLC,
By Little River Band of Ottawa Indians
its member

By: 
Larry B. Romanelli
Its Ogema

Little River Band of Ottawa Indians,
Member


By: 
Larry B. Romanelli
Its Ogema

EXHIBIT A

<u>Name</u>	<u>Contribution</u>	<u>Percentage of Ownership</u>
Little River Band of Ottawa Indians	\$40,000.00	100%

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(Check one of each) ☐ Profit or ☐ Non-profit Corporation ☐ Public or ☐ Private Corporation

Date last annual report / statement filed with Michigan Corporation & Securities: None due.

Corporate Officers:	NAME	ADDRESS	PHONE NUMBER
President	_____	_____	_____
Vice-President	_____	_____	_____
Secretary	_____	_____	_____
Treasurer	_____	_____	_____

13. Corporations and Limited Liability Companies - List all persons, companies and other entities who hold or will hold stock interest or membership interest in applicant entity.

	NAME	ADDRESS	PHONE #	% INTEREST
1.	Little River Band of Ottawa Indians	P.O. Box 1601, Muskegon, MI 49443-1601	(232) 670-0867	100%
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

*Note: All persons, companies and other entities holding 10% interest or more must complete and submit an "Individual, General Partner, Stockholder or Member Questionnaire" (LC-621). All persons, companies and other entities holding less than 10% interest, must complete and submit a "Limited Partners, Stockholders or Members Statement" (LC-38).

14. Financial Details - All Applicants

(A) Source of funds used to establish business, or which will be used to purchase this business, list name address and amount of all money lenders. Money lenders to fill out special "Statement of Money Lender" form enclosed.

Name	Address	Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

(B) Attorney or representative

James R. Stariha	P. O. Box 1601, Muskegon, MI 49443-1601	(232) 670-0867
Name	Address	Phone Number

(C) Real estate is owned by

_____	_____	_____
Name	Address	Phone Number
_____	_____	_____
Name	Address	Phone Number

(D) Realtor/Broker

Bernie Tassin	2440 Glade, Muskegon, MI 49444	(231) 737-2121
Name	Address	Phone Number

(E) Accountant or Bookkeeper

_____	_____	_____
Name	Address	Phone Number

2-3-2009

AFFIDAVIT

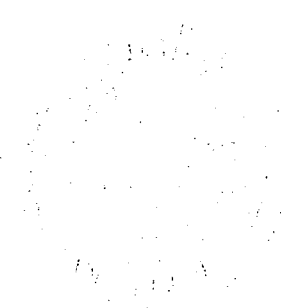
**Class C, LLC
RID #483755**

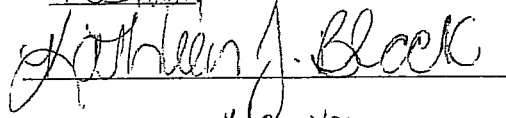
Larry B. Romanelli, being first duly sworn, deposes and says:

- (1) He is the Ogema of Little River Band of Ottawa Indians, a Federally Recognized Indian Tribe ("Tribe");
 - (2) Tribe purchased the real estate and Class C Liquor License (#77190-2008) ("License") located at 4800 Harvey, Fruitport Township, Muskegon County, MI ("Great Lakes Downs") from MI RACING, INC for a total purchase price of \$5,000,000 under the terms of a Buy and Sell Agreement dated May 25, 2008;
 - (3) The purchase was closed on July 16, 2008, at which time an Amendment to Buy and Sell Agreement, a Liquor License Approval Agreement and an Escrow Agreement were signed;
 - (4) Under the terms of the July 16, 2008, Agreements, the License was valued at \$40,000 and that sum was escrowed with Cislo Title Company pending approval of the Michigan Liquor Control Commission;
 - (5) The above mentioned \$40,000 was a capital contribution by Tribe to Class C, LLC.
 - (6) On September 15, 2008, the parties entered into an Assignment of Rights to Purchase Liquor License under the terms of which Tribe assigned its rights to Class C, LLC;
 - (6) Tribe paid the \$5,000,000 purchase price in cash from its legal activities, specifically the \$15,000,000 which it received from a settlement with the State of Michigan relating to the initiation of Club Keno by the Michigan Bureau of State Lottery which Tribe alleged was in violation of the Compact between Tribe and the State of Michigan;
 - (7) From the settlement proceeds, Tribe has also purchased parcels which adjoin Great Lakes Downs for future development which would include businesses that will qualify for licensure such as a restaurant, motel, etc.;
 - (8) Tribe is applying to the Bureau of Indian Affairs for approval of the establishment of a casino on the Great Lakes Downs property;
 - (7) Tribe has no present plans for the License to be activated at Great Lakes Downs or on the adjoining property;
- Further deponent sayeth not.


Larry B. Romanelli

Subscribed and sworn to before me this 3rd, day of February 2009.


Kathleen J. Block
Notary Public - State of Michigan
County of Manistee
My commission expires 10/28/2014
Acting in the County of Manistee


Notary Public, Manistee County,
Michigan, acting in Manistee
County.
My Commission Expires 10/28/14

←

LL-9
09 8

James R. Stariha,

P.O. Box 365

Ferrysburg, MI 49409-0365

Invoice

Date	Invoice #
7/17/2009	1558

Bill To
Little River Band of Ottawa Indians Steve Wheeler, CFO Manistee, MI 49660-2729

Terms	Due Date	File No.
Due on receipt	7/17/2009	08-122

Description

5-9-09: Receipt and review of Escrow Renewal; Notice of License in Escrow; return letter to MLCC; Change of Registered Office and Agent; assemble documents; letter to Dan Green

TOTAL FEES = \$157.50

COSTS: Fee for Change of Registered Agent = \$5.00

Transfer fee for license; renewal fee for MLCC 2009-2010 = \$1,200.00

TOTAL COSTS = \$1,250.00

Total

\$1,362.50

Phone #	Fax #
231-670-0867	

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(See attached affidavit and liquor license approval agreement, amendment to buy sell agreement, assignment of rights to purchase liquor license and buy and sell agreement).

\$ 0 Represents the cost of the alcoholic beverage inventory. (See attached affidavit and liquor license approval agreement, amendment to buy sell agreement, assignment of rights to purchase liquor license and buy and sell agreement).

\$ 0 Represents the cost of non-alcoholic inventory and remodeling. (See attached affidavit and liquor license approval agreement, amendment to buy sell agreement, assignment of rights to purchase liquor license and buy and sell agreement).

\$ 40,000 Represents the estimated Purchase Price for the applicant.

As per Larry Romanelli, Ogema, of The Little River Band of Ottawa Indians, sole member, Class C, LLC the company has no present plans for the licenses to be activated. (See attached affidavit). (See Recommendations). Therefore there is no proposed physical plant.

Purchase Price for Member, the Little River Band of Ottawa Indians:

\$ 4,960,000 Represents the real estate purchase price for the Little River Band of Ottawa Indians.

\$ 4,960,000 Represents the purchase price of the real estate for the Little River Band of Ottawa Indians. Terms: Cash (See attached affidavit and liquor license approval agreement, amendment to buy sell agreement, assignment of rights to purchase liquor license and buy and sell agreement).

\$ 4,960,000 Represents the real estate purchase price for the Little River Band of Ottawa Indians.

The real estate is being purchased by the Little River Band of Ottawa Indians, a federally recognized Indian Tribe, and the sole member of Applicant, Class C, LLC. Although no physical plant for the license has been proposed, the Little River Band of Ottawa Indians, a federally recognized Indian Tribe holds law enforcement powers on Tribal land. (See attached affidavit and attached limited appointment agreement). (See Recommendations).

22-11

Michigan Department of Labor & Economic Growth
LIQUOR CONTROL COMMISSION
7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505

April 4, 09

REPORT OF LIMITED LIABILITY COMPANY MEMBERS, MANAGERS & ASSIGNEES

Important: Under Michigan Law (MCL 436.1501(2)), a license or an interest in a license shall not be transferred from one person to another without prior consent of the Commission.

Instructions: This report is part of the license application and must be completed by an officer of the corporation who is authorized to sign and execute documents.

1. Name and registered address of limited liability company Class C, LLC 8 West Walton P.O. Box 1601 Muskegon, MI 49443-1601		
2. Type of license Class C	3. State in which Articles of Organization filed Michigan	
4. Date authorized to do business in Michigan or date Articles of Organization filed with Michigan Corporation Division. August 11, 2008	5. Check type of limited liability company: <input checked="" type="checkbox"/> Privately held limited liability company – not traded on stock exchange <input type="checkbox"/> Public limited liability company	
This section must be completed by all limited liability companies		
6. NAME AND ADDRESS OF MEMBERS	DATE	% OF INTEREST
1. Little River Band of Ottawa Indians P.O. Box 1601 Muskegon, MI 49443-1601	8/11/08	100%
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
If more listings are needed please attach an additional page showing the same information. (continued)		

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AMENDMENT TO
BUY AND SELL AGREEMENT

This amendment is made and entered into as of this 16th day of July, 2008 (this "Amendment") by and between THE LITTLE RIVER BAND OF OTTAWA INDIANS, a Federally recognized Indian Tribe ("Buyer") and MI RACING INC., a Delaware corporation ("Seller").

RECITALS

WHEREAS, the Buyer and the Seller have entered into a Buy and Sell Agreement dated as of May 25, 2008 (as now and hereafter amended or modified from time to time, the "Agreement") for property located in Fruitport Township, Michigan, commonly known as 4800 S. Harvey Street and Great Lakes Downs, and more particularly described in Exhibit "A" attached hereto and made a part hereof (defined herein as the "Property");

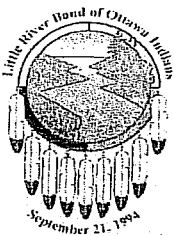
WHEREAS, the Buyer desires to purchase the Seller's liquor license associated with the Property (the "Liquor License") but the Liquor License cannot be transferred by the Seller to the Buyer without the Buyer obtaining the Michigan Liquor Control Commission's approval for such transfer (the "Approval"); and

WHEREAS, as of the date hereof, the Buyer has not yet obtained the Approval, and the Buyer and the Seller have thus agreed to amend the Agreement upon the terms and conditions provided herein in order to exclude the Liquor License from the Buyer's purchase of the Property from the Seller on the date hereof.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The above Recitals are incorporated into and made a part of the Agreement.
2. Notwithstanding anything to the contrary in the Agreement: (a) the Liquor License shall not be included in the Seller's sale of the Property to the Buyer on the date hereof, (b) the Buyer hereby waives its right to terminate the Agreement based on inspection of the Property and any and all due diligence and other conditions set forth in the Agreement, including any right to terminate the Agreement based on any recognized environmental condition as defined by ASTM and (c) the Buyer hereby agrees to reimburse the Seller for any refund the Buyer may receive after the closing with respect to WR (Water Ready Service) and FR (Fireline Ready Service) amounts owed with respect to 4801 and 4802 S. Harvey on the water bills for 4801 and 4802 S. Harvey Street.
3. This Amendment shall survive the closing of the Buyer's purchase of the Property from the Seller on the date hereof.

LL-13



CHECK REQUEST FORM

PAYABLE TO: James R. Stariha

Amount: \$280.00

ADDRESS: P.O. Box 365

Ferrysburg, MI 49409-0365

P.O. No.: _____

CITY, STATE & ZIP CODE: _____

*Must have address filled in completely.

DATE: 03/03/09

PREPARED BY: Mary Thomas
(Please print name)

(Signature)

TYPE OF PROOF ATTACHED:

Invoice X

Bill _____

Slipend Form: _____

Other: _____

DESCRIPTION OR
JUSTIFICATION:

Payment for services rendered thru 2/18/09

8300	000	5005		
Fund No. (4 digits)	Program No. (3 digits)	GL Acct. No. (4 digits)	Sub Acct No. (3 digits)	

1536

\$280.00

Amount

Fund No. (4 digits)	Program No. (3 digits)	GL Acct. No. (4 digits)	Sub Acct No. (3 digits)	

\$0.00

Amount

Fund No. (4 digits)	Program No. (3 digits)	GL Acct. No. (4 digits)	Sub Acct No. (3 digits)	

\$0.00

Amount

Fund No. (4 digits)	Program No. (3 digits)	GL Acct. No. (4 digits)	Sub Acct No. (3 digits)	

\$0.00

Amount

Fund No. (4 digits)	Program No. (3 digits)	GL Acct. No. (4 digits)	Sub Acct No. (3 digits)	

\$0.00

Amount

Fund No. (4 digits)	Program No. (3 digits)	GL Acct. No. (4 digits)	Sub Acct No. (3 digits)	

\$0.00

Amount

Fund No. (4 digits)	Program No. (3 digits)	GL Acct. No. (4 digits)	Sub Acct No. (3 digits)	

\$0.00

Amount

I certify the above information. This is a valid expense of the program, it is in compliance with program guidelines, and there is an adequate budget to pay this expense.

PROGRAM DIRECTOR:

Dan Green

(Please print name)

(Signature)

(Date)

MANAGEMENT
AUTHORIZATION:

Dan Green

(Please print name)

(Signature)

(Date)

Checks will be printed on Tuesdays & Thursdays only. Request deadline is 9:00 a. m.

Mail Check _____

Pick-Up Check In Accounting _____

Written Instructions for
check: _____

ACCOUNTING USE ONLY

Budget Available? Yes / No _____

Proper Documentation Attached? Yes / No _____

Proper Authorization? Yes / No _____

Appropriate Line Item For Expense? Yes / No _____

AP Clerk Initials SW

Date 3-17-09

Check # 140308

Received by Accounting _____

03-16-09P03:29 RCVD

62-14

James R. Stariha, Attorney at Law

P.O. Box 365

Ferrysburg, MI 49409-0365

Statement

Date

3/17/2010

To:

Little River Band of Ottawa Indians

Steve Wheeler, CFO

Manistee, MI 49660-2729

Amount Due

Amount Enc.

\$2,240.00

Date

Transaction

Amount

Balance

12/31/2008	Balance forward		2,492.50
02/19/2009	PMT #165510.	-2,492.50	0.00
02/25/2009	INV #1536.	280.00	280.00
03/17/2009	PMT #166308.	-280.00	0.00
05/01/2009	INV #1548.	877.50	877.50
07/17/2009	INV #1558.	1,362.50	2,240.00

CURRENT

1-30 DAYS PAST
DUE

31-60 DAYS
PAST DUE

61-90 DAYS
PAST DUE

OVER 90 DAYS
PAST DUE

Amount Due

0.00

0.00

0.00

0.00

2,240.00


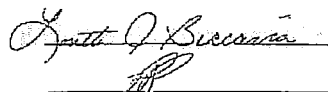
\$2,240.00

LL-15

TO: Brandy Martin UNIQUEID: XHL51419C4AABCF

DATE=02/26/2009 SEQUENCE=009600848991

Account=982274835 P/C=165510 Amount=\$2492.50

	LITTLE RIVER BAND OF OTTAWA INDIANS Operating Account 375 River Street Manistee, MI 49660 PH (231) 723-8288	National City 9-91 720	165510 165510
	02/17/2009	\$2,492.50	
****Two Thousand Four Hundred Ninety Two and 50/100 Dollars			
PAY TO THE ORDER OF JAMES R STARIHA PO BOX 365 FERRYSBURG, MI 49409-0365		TWO SIGNATURES REQUIRED  VOID AFTER 180 DAYS	
⑈ 165510 ⑈ ⑆072000915⑆ 982274835⑈			

15884120769 PAY TO THE ORDER OF THE HUNTINGTON NATIONAL BANK FOR DEPOSIT ONLY JAMES R. STARIHA ATTORNEY AT LAW 01171109654	ENDORSE HERE:
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE * RESERVED FOR FINANCIAL INSTITUTION USE *	
15884120769 584120769 02-26-09 584120769	

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

**ESCROW RENEWAL
NOTICE OF DEFICIENCY**

Michigan Department Of Energy, Labor & Economic Growth
MICHIGAN LIQUOR CONTROL COMMISSION (MLCC)
7150 Harris Drive, PO Box 30005-Lansing, Michigan 48909-7505

2009-2010
LICENSE FEE

CLASSC \$.00
2009 \$ 600.00

BUSINESS ID:
214077

LICENSE NUMBER:
01 CLASSC 179525-2008

SUNDAY SALES FEE
PAY THIS AMOUNT

\$ 600.00

LICENSE RELEASED

I/WE CERTIFY OUR
CLASS C CONTAINS
[] BARS.

CLASSC 2008 LIQUOR
PURCHASES OF
\$0.00

BUSINESS PHONE NUMBER
CONTACT PHONE NUMBER
STATE OR FEDERAL TAX I.D. NUMBER

CLASS C, LLC
CLASS C, LLC

LLC - ACT

5-6-2009

4800 HARVEY

G-19739
MUSKEGON

MUSKEGON, MI 49441

CURR LGU: G- 364.0

PO:

ORIG LGU: G- 364.0

1 BARS

FRUITPORT TWP

PERMITS:

SearchID Acct Amount
5183571001504 4004 \$600.00

Total Amount Due: \$600.00

CASHIER USE ONLY

DO NOT WRITE IN THIS BOX

**** INSTRUCTIONS FOR COMPLETING THIS FORM ON REVERSE SIDE ****


CHECK BOX IF THERE IS A CHANGE IN ESCROW MAILING ADDRESS & CONTACT INFORMATION AND COMPLETE APPROPRIATE SECTION OF THE REVERSE SIDE OF THIS FORM.

By signing this form, Licensees certify that they have exclusive interest in the license and/or they are the sole owners of the licensed business and the Licensees agree to abide by all provisions of the Liquor Control Code and any rules issued by the MLCC. The Licensees understand that submitting false or incomplete information cause for denial of the issuance of the license and is a violation of the Liquor Control Code.

Licensee's Signature

Print Licensee's Name

Licensee's Home Address

Email Address

Home Phone Number

Licensee's Signature

Print Licensee's Name

Licensee's Home Address

Email Address

Home Phone Number

Licensee's Signature

Print Licensee's Name

Licensee's Home Address

Email Address

Home Phone Number

44-17
35

JAMES R. STARIHA
Attorney at Law
8 West Walton
P.O. Box 1601
Muskegon, MI 49443-1601

James R. Stariha
Office: 231-728-2452
Direct: 231-670-0867
Fax: 231-726-1408
E-mail:
jimstariha@hotmail.com

May 9, 2009

Michigan Liquor Control Commission
7150 Harris Drive
P.O. Box 30005
Lansing, MI 48909-7505

Re: Class C, LLC
Biz ID #214077


Our File 08-122

Dear Ladies:

Enclosed please find:

- (1) "Notice of License in Escrow;"
- (2) "Escrow Renewal;"
- (3) LC-65 for the \$600 renewal fee.

Sincerely,


James R. Stariha

Enc.

cc: Daniel T. Green, Esq.

*doesn't this
show
paid?
on time*

LL-18

Ferrysburg, MI 49409-0365

Date	Invoice #
7/17/2009	1558

Bill To
Little River Band of Ottawa Indians Daniel T. Green 375 River St. Manistee, MI 49660-2729

Terms	Due Date	File No.
Due on receipt	7/17/2009	08-122

Description	
5-9-09: Receipt and review of Escrow Renewal; Notice of License in Escrow; return letter to MLCC; Change of Registered Office and Agent; assemble documents; letter to Dan Green	
TOTAL FEES = \$157.50	
COSTS: Fee for Change of Registered Agent = \$5.00	
Transfer fee for license; renewal fee for MLCC 2009-2010 = \$1,200.00	
TOTAL COSTS = \$1,250.00	
Total	\$1,362.50

Phone #	Fax #
231-670-0867	

✓✓✓

Larry Romanelli

From: Steve Wheeler
Sent: Thursday, April 07, 2011 3:11 PM
To: Larry Romanelli
Subject: FW: Jim stariha

Per Sandy's reply below, a check was cut for him on 3/15/11.

Steve Wheeler
Chief Financial Officer
Little River Band of Ottawa Indians
(231) 398-6868

*check to
stariha*

-----Original Message-----

From: Sandra Chandler
Sent: Thursday, April 07, 2011 3:10 PM
To: Steve Wheeler
Subject: RE: Jim stariha

A check was cut to him on 3/15/11.

-----Original Message-----

From: Steve Wheeler
Sent: Thursday, April 07, 2011 3:07 PM
To: Sandra Chandler; Laura Waagosh
Subject: FW: Jim stariha

Please see Larry's question below. Can you please check this out and let me know?

Thank you!

Steve Wheeler
Chief Financial Officer
Little River Band of Ottawa Indians
(231) 398-6868

-----Original Message-----

From: Larry Romanelli
Sent: Thursday, April 07, 2011 2:56 PM
To: Steve Wheeler; Dan Green
Subject: Jim stariha

Steve can you tell me if we got a check sent to James stariha in the last several weeks for about 2500 bucks?

LL-20

Larry Romanelli

From: Bruce Greene <bgreene@greenelawyer.com>
Sent: Tuesday, January 10, 2012 1:05 PM
To: Larry Romanelli
Subject: Liquor license

Hi Larry,

I do not have good news to report to you about the liquor license, which you asked me to look into. Here is my preliminary report.

1. By Bill of Sale, dated April 7, 2009, MI Racing, Inc., a Delaware corporation, sold a class C liquor license to Class C, LLC, a Michigan single member limited liability company, which is wholly owned by the Tribe. The purchase/sale price for the license was \$40,000.

2. According to the MLCC records, the license was approved for transfer into escrow from MI Racing, Inc. to the Tribe on April 28, 2008. While in escrow, the license was not available for active operation.

3. The license in escrow was renewed in 2009.

4. According to a conversation I had with Sue Favor, at the MLCC, notice of the renewal requirement for 2010 was sent to the Tribe in February, 2010. The renewal application and fee had to be returned to the MLCC by April 30, 2010. The Tribe failed to remit the renewal application and fee by that deadline. Therefore, the license was cancelled by the MLCC.

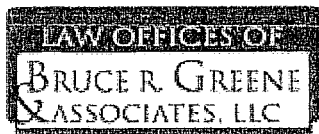
I asked Sue Favor how the Tribe might go about reinstating the cancelled license. She said that the MLCC has new members (presumably appointed after Rick Snyder was elected Governor), who have decided that it is no longer possible to reinstate liquor licenses that have been allowed to lapse because they were not renewed in a timely manner. I explained that this represented a significant hardship to the Tribe, which paid \$40,000 for the license. Sue understood, but said there was nothing to be done about it.

At this point it would probably be helpful for me to contact a Michigan attorney familiar with the MLCC for some additional advice. I am reluctant to take the MLCC's report about the lapse of the license at face value. I could call James Stariha or I could use my Michigan contacts to find another lawyer who practices before the MLCC. I expect there are lawyers in Lansing that specialize in MLCC practice. How would you like me to proceed?

Incidentally, I spoke with Dan Green about this. He advised that he completed the renewal application in a timely manner in 2010, and sent the application along within the Tribe so that a check for \$600 could be cut and sent to the MLCC. However, he had no knowledge whether that was ever done by the Tribe after the application renewal form left his hands.

If you would like, give me a call and we can discuss this further.

Bruce



LL-21