Gaming Enterprise(s) Oversight Act of 2010
Ordinance # 10-800-03

Article I. Purpose; Findings.

1.01. *Purpose.* The purpose of this Act is to establish direct governmental oversight of the Tribe's Gaming Enterprise in order to maximize the income for existing and future Gaming Enterprise(s) and the Tribe, and ensure that the Gaming Enterprise is understood to be an entity of the Tribe's government and the Tribe's primary source of revenue and jobs, consistent with the Indian Gaming Regulatory Act's stated purpose of promoting tribal economic development, self-sufficiency, and strong tribal governments.

1.02. *Authority.* The Tribal Council of the Little River Band of Ottawa Indians adopts this Ordinance in accordance with the following authority:

a. the Constitution of the Little River Band of Ottawa Indians delegates to the Tribal Council the responsibility to "...exercise the inherent powers of the Little River Band by establishing laws through the enactment of ordinances and adoption of resolutions not inconsistent with this Constitution:

1. to govern the conduct of members of the Little River Band and other persons within its jurisdiction;

2. to promote, protect and provide for public health, peace, morals, education and general welfare of the Little River Band and its members[.]" Article IV, Section 7(a); and

b. Article V, Section 5(a)(2) of the Constitution provides that the Ogema shall oversee the administration and management of the Tribal government in accordance with the laws, resolutions and motions adopted by the Tribal Council; and

c. Article V, Section 5(a)(8) of the Constitution provides that the Ogema shall manage the economic affairs, enterprises, property, and other interests of the Tribe, consistent with ordinances and resolutions enacted by the Tribal Council; and

d. Article V, Section5(a)(4), of the Constitution provides that the Ogema has the power, with the approval of the Tribal Council, to appoint members of regulatory commissions and heads of subordinate organizations created by ordinance; and

e. Article V, Section 7(f), of the Constitution provides that Tribal Council has the power to create by ordinance regulatory commissions or subordinate organizations and to delegate to such organizations the power to manage the affairs and enterprises of the Little River Band; and

f. Article IV, Section7(h), of the Constitution provides that the Tribal Council has the power to approve appointments to regulatory commissions and heads of subordinate organizations created by ordinance.

1.03. *Findings.* The Tribal Council finds that:

a. The Indian Gaming Regulatory Act identifies that a principal goal of federal Indian policy is to promote Tribal economic development, tribal self-sufficiency, and strong Tribal Governments, and has set forth limitations regarding the use of gaming revenues by Indian Tribes, as well as imposing on Tribes the manner in which they must operate their gaming enterprises; and

b. The Gaming Enterprise(s) is the Tribe's primary source of governmental revenue and jobs; and

c. The nature of the Gaming Enterprise(s)' operations requires constant monitoring and oversight, by the Elected Officials of the Tribe; and

d. Protecting and preserving an understanding of the governmental nature of the Gaming Enterprise(s) is essential to protecting and preserving the sovereignty of the Tribe.

Article II. Adoption; Amendment; Repeal; Severability.

2.01. *Adoption.*

a. This Ordinance is adopted by Resolution #10-0825-292, which repeals all previous versions of the Board of Directors Act of 2005, Ordinance #05-800-03 effective thirty (30) days from the date of adoption, and replaces that Act with this Ordinance #10-800-03.

b. Resolution #10-0915-310, which adopted amendments on an emergency basis to clarify the terms of office for members of the Interim Board of Directors, the First Board of Directors, and all subsequent Boards of Directors appointed in accordance with the provisions of this Ordinance.

c. Resolution #10-0922-318, which adopted amendments on an emergency basis to eliminate provisions of this Ordinance that required an Elected Official to establish a quorum for the Board of Directors to conduct business.

d. Resolution #11-0406-108, adopting amendments to define daily operational expenses; clarify when the Board is required to act by Resolution; and mandating that the General Manager be employed under a duly approved employment contract.

e. Resolution #11-0706-248, adopting amendments to define Construction Contracts and prohibit Tribal Government Employees from sitting on the board.

f. Resolution #11-0824-307, permanent adoption of amendments to require that the Ogema fill Seat #1 on the Board.

g. Resolution #11-1026-370, adopting emergency amendments authorizing the Board of Directors to release necessary financial information to support the Resort's position during collective bargaining negotiations.

h. Resolution #11-0208-026, permanently adopting emergency amendments approved by Resolution #11-1026-370.

i. Resolution #13-1204-368, adopting amendments to allow the Ogema to delegate his seat on the Board to a Member of Tribal Council.

j. Resolution #14-0827-266, adopting emergency amendments that elected officials shall sit in a non-voting capacity, increasing the number of Members from five to seven, listing qualifications for at-large Board Members and allowing for the appointment of non-Tribal Members in the event that no qualified Tribal Members found to accept appointment.

k. Resolution #15-0218-035, permanently adopting emergency amendments approved by Resolution #14-0827-266 and adopting additional amendments.

l. Resolution #16-0810-228, adopting emergency amendments eliminating the Board of Directors and providing for direct oversight by the Ogema and Tribal Council, and retitling this Ordinance.

m. Resolution #16-0907-258, adopting emergency amendments to allow the Ogema to approve collective bargaining agreements or have a proxy signatory approve the agreements.

2.02. *Amendment.* This Ordinance may be amended by the Tribal Council in accordance with the Constitution, the Administrative Procedures Act, and any other laws or rules set forth governing amendment of laws of the Little River Band of Ottawa Indians.

2.03. *Repeal.* The following Resolutions are hereby repealed: Resolution #04-0721-307, Resolution #04-0922-380, Resolution #04-1013-405, Resolution #04-1027-432, Resolution #05-720-328, Resolution #09-0325-84, Resolution #09-0325-85 and Resolution #16-0829-250. This Ordinance may be repealed in accordance with the procedures set forth in Article IV of the Administrative Procedures Act — Ordinance #04-100-07.

2.04. *Severability Clause.* If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

2.05. *Title.* This Ordinance shall hereafter be referred to as the "Gaming Enterprise(s) Oversight Act of 2010" ("Act").

Article III. Definitions.

3.01. *Definitions.* For purposes of this Ordinance, certain terms are defined in this Article. The word "shall" is always mandatory and not merely advisory.

3.02. *At-Large Member* means a Member of the Interim Oversight Task Force who is not an Elected Official.

3.03. *Board of Directors* means the Board of Directors created pursuant to former Article IV of this Act.

3.04. *Capital Expenditures* means the amount spent to add to the value of or extend the useful life of property, plant or equipment or to adapt it to a new or different use. Expenses that keep property, plant and equipment in an ordinarily efficient operating condition and do not add to its value or appreciably add to its useful life are not capital expenditures.

3.05. *Collective Bargaining Agreement* means a contract between a Gaming Enterprise and a labor organization regarding wages, hours, terms or conditions of employment pursuant to the Fair Employment Practices Code.

3.06. *Contract* means an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law.

3.07. *Daily Operational Expense* means those expenses identified in the budget as necessary to operate and manage the Enterprise on a day-to-day basis, and include but are not limited to: payroll; insurance premiums; utilities; and payments made in accordance with the terms of an approved contract.

3.08. *Elected Official*, as used in this Ordinance, shall mean the Ogema and any sitting Tribal Council member.

3.09. *Gaming Enterprise(s)*, as used in this Ordinance, shall mean the Little River Casino Resort and any future facility at which gaming is authorized under Tribal, State, and/or Federal Law including, but not limited to, the Indian Gaming Regulatory Act, the Tribal-State Gaming Compact(s), and the Tribal Gaming Ordinance. Gaming Enterprises are an arm of the tribal government and considered public employers, and are authorized to conduct activities including, but not limited to, the following:

a. Gaming activities authorized under the Tribal-State Gaming Compact;

b. Hotel and recreational activities;

c. Entertainment and conference activities;

d. Dining and banquet activities;

e. Activities reasonably related to subparagraphs (a) — (d) above; and

f. Other activities as may be authorized from time to time by resolution of the Tribal Council amending this ordinance.

3.10. *Good Cause*, as used in this Ordinance as a basis for removal of a Member of the Interim Oversight Task Force, shall have the meaning ascribed to it under Article X of this Ordinance.

3.11. *Interim Oversight Task Force* means the Interim Oversight Task Force that the Tribal Council may decide to appoint pursuant to Article IX of this Ordinance.

3.12. *Primary Management Official* shall have the meaning ascribed to it under the Indian Gaming Regulatory Act and the implementing regulations of the National Indian Gaming Commission, as amended from time to time.

3.13. *Official Action* shall mean an action taken by Resolution or Motion approved by a majority of the Members of the Interim Oversight Task Force present and voting at an official meeting.

3.14. *Official Capacity*. A Member of the Interim Oversight Task Force is acting in his or her official capacity only when undertaking actions officially sanctioned and approved by a majority of Members of the Interim Oversight Task Force present and voting at an official meeting.

3.15. *Public Employer* means a Gaming Enterprise or other subordinate economic organization, department, commission, agency, or authority of the Tribe engaged in any Governmental Operations of the Tribe.

Article IV. Board of Directors —Abolition, Transition, and Succession.

4.01. *Abolition*. The Board of Directors is hereby abolished and Members of the Board of Directors shall no longer enjoy any rights or privileges or exercise any powers under this Act except as specifically provided for in this Article.

4.02. *Return of Property*. All Members of the Board of Directors shall immediately provide to the General Manager any property, including documents or records of any type, that rightfully belonged in the possession of the Board of Directors.

4.03. *Gaming Licenses.* Members of the Board of Directors shall no longer possess and maintain a Gaming License issued by the Gaming Commission or other Gaming Regulatory Agency of the Tribe by virtue of their service as Members of the Board of Directors. Members of the Board of Directors may possess and maintain a Gaming License if they otherwise apply and qualify for licensure pursuant to the Gaming Ordinance and Gaming Commission Regulations of the Tribe.

4.04. *Compensation*. Any compensation due Members of the Board of Directors shall be paid to such Members pro rata to the effective date of the Resolution that added these amendments.

4.05. *Contracts and Agreements*. Any contracts and agreements entered into in the name of the Board of Directors shall be assumed by the Gaming Enterprise.

Article V. General Manager—Responsibilities and Duties.

5.01. *General Manager*. The Ogema and Tribal Council, acting in accordance with the laws and resolutions of the Tribe, shall have the power to hire a General Manager for the Little River Casino Resort, provided, however, that the General Manager hired by the Board of Directors shall remain the General Manager in accordance with and pursuant to the terms of the most recent employment contract entered into by the Board of Directors. The Ogema and Tribal Council shall evaluate the performance of the General Manager on an annual basis or more frequently as needed. The Ogema and Tribal Council shall have the power to terminate the employment of the General Manager in accordance with the laws and resolutions of the Tribe.

5.02. *Responsibilities*. The General Manager shall be responsible for the following:

a. to comply and ensure compliance with the laws and resolutions enacted by the Tribal Council, including any goals for the Gaming Enterprise(s) established by the Tribal Council; and

b. to comply and ensure compliance with all applicable laws and regulations, including the Indian Gaming Regulatory Act, the Tribal-State Gaming Compact, the Gaming Ordinance of the Tribe, and all applicable laws, regulations, internal operating procedures, policies and minimum internal control standards; and

c. to account for and transfer, or to direct the accounting and transfer of, all revenues generated by the Gaming Enterprise(s), excluding authorized operating funds, on at least a 48-hour basis to an account or accounts authorized and established by the Tribal Council by law or resolution; and

d. to increase the number of Tribal Members employed by the Gaming Enterprise(s) in accordance with the Indian Preference in Employment Ordinance; and

e. to increase the number of Tribal Members employed by the Gaming Enterprise(s) in management level positions in accordance with the Indian Preference in Employment Ordinance; and

f. to maintain a consistent and regular attendance record; and

g. to be held accountable, to the highest degree, for the accuracy and thoroughness of the records and reports of the Gaming Enterprise(s); and

h. to be responsible for the successful overall direction and operation of all activities of the Gaming Enterprise(s) in accordance with the laws and resolutions enacted by the Tribal Council.

5.03. *General Duties*. The General Manager shall:

a. create, develop, and implement an effective strategy of business organization for the Gaming Enterprise(s) including setting objectives for future growth and

expansion in accordance with the Annual Operating Plan and Annual Budget approved by the Tribal Council; and,

b. ensure the quality of management activities and operations in all areas of the Gaming Enterprise(s); and,

c. have all duties and responsibilities customary for a General Manager of a gaming, restaurant, hotel, and entertainment enterprise, including responsibility for the overall operation of the Gaming Enterprise(s), subject to any limitations or prohibitions set forth in this Ordinance.

5.04. *Specific Duties.*

a. *Primary Management Official Employment*. The General Manager shall have the power to employ Primary Management Officials for the Gaming Enterprise(s) in accordance with the laws and resolutions of the Tribe. The Ogema and Tribal Council shall be provided evaluation reports regarding the performance of all Primary Management Officials on an annual basis or more frequently as needed. The General Manager shall keep the Ogema and Tribal Council informed of any matters concerning performance of Primary Management Official employees.

b. *Personnel Manual*. The General Manager shall have the power to approve and amend the Personnel Manual for the Gaming Enterprise(s), subject to the overriding authority of the Tribal Council to establish employment regulation and laws by law or resolution. The General Manager shall provide at least a 90-day advance notice to the Ogema and Tribal Council of all proposed amendments to the Personnel Manual.

c. *Collective Bargaining Agreements; Contracts*. Subject to Section 17.06 of this Ordinance if an Interim Oversight Task Force is appointed pursuant to Article IX, the General Manager is expressly delegated the authority to negotiate Collective Bargaining Agreements for the Gaming Enterprise(s), subject to Ogema approval. The Ogema may designate a member of the Unified Legal Department or other attorney contracted by the Tribe to serve as a proxy signatory on the Ogema's behalf. Collective Bargaining Agreements shall be forwarded to the Tribal Council Recorder for filing with the General Manager's Monthly Report.

1. Release of Financial Information. The General Manager is expressly delegated authority to release necessary financial information to support the Little River Casino Resort's position(s) during any collective bargaining process. Financial information released shall be subject to the confidentiality provisions under Article XVI of the Fair Employment Practices Code.

d. *Contracts.* Subject to Section 17.04 of this Ordinance if an Interim Oversight Task Force is appointed pursuant to Article IX, the General Manager shall have the power to approve contracts up to and including $50,000.00 without Tribal Council

approval, subject also to those limitations identified in Article VI of this Ordinance. Contracts in excess of $50,000.00 shall require Tribal Council approval.

e. *Expenditures*. Subject to Section 17.05 of this Ordinance if an Interim Oversight Task Force is appointed pursuant to Article IX, the General Manager shall authorize all Gaming Enterprise capital expenditures, and shall authorize all other expenditures in excess of $50,000.00, excluding budgeted daily operational expenses.

f. *Compliance and Accounting Audits*. The General Manager shall comply fully with requests of, and provide all requested assistance to, any auditors retained by the Tribe's Elected Officials to audit the Gaming Enterprise(s)' compliance with regulatory and accounting requirements, and adherence to appropriate business practices.

5.05. *Additional Duties of General Manager or Primary Management Officials*. In addition to all other duties of the General Manager contained in this Ordinance, the General Manager, or his or her designee who shall be a Primary Management Official, shall be responsible for carrying out the following additional duties:

a. *Mandatory Reporting Requirements*. Ensuring the accuracy and timely submission of all mandatory budgets and reports in accordance with the schedules set forth in Article VIII of this Ordinance.

b. *Mandatory Distributions*. Ensuring the accuracy and timeliness of all mandatory distributions of gaming revenues in accordance with the schedules set forth in Article VIII of this Ordinance.

c. *Corrective Action Plans.* In the event that any mandatory distribution or reporting requirements are not met in accordance with the provisions of this Ordinance, then the General Manager shall submit to the Tribal Council a comprehensive Corrective Action Plan which, at a minimum:

1. identifies with specificity the individual(s) responsible for the Gaming Enterprise's failure to comply with the provisions of this Ordinance;

2. identifies with specificity any disciplinary action taken against the responsible individual(s); and

3. identifies with specificity what action the General Manager has taken to avoid future non-compliance with the provisions of this Ordinance; and

4. a Corrective Action Plan submitted under this Section shall be delivered to the Tribal Council Recorder within three (3) business days of the date of default. The Tribal Council Recorder shall place the matter on the next available Tribal Council closed session agenda for discussion.

Article VI. Limitations on the Power of the General Manager.

6.01. *Waivers of Sovereign Immunity.* The General Manager shall have no power to waive the sovereign immunity of the Tribe or of the Gaming Enterprise(s). Any waiver of sovereign immunity must be granted by the Tribal Council in accordance with Article XI of the Tribe's Constitution. Notwithstanding the foregoing, any waiver of sovereign immunity previously granted by the Board of Directors in accordance with the prior requirements of this Act shall remain in effect in accordance with the terms of any such waiver.

6.02. *Limitations on Contracting Authority.* The General Manager shall not have the power to enter into or approve any contracts for legal counsel or construction contracts, nor may the General Manager enter into any form of contract or agreement or initiate negotiations with any municipality, nation, Indian Tribe, state or body politic, without the approval of the Tribal Council. Contracts and agreements shall be forwarded to the Tribal Council Recorder for filing with the General Manager's Monthly Report.

6.03. *Limitation on Authority to Obligate Funds.* The General Manager shall have no authority to obligate funds outside the parameters of the approved budget without prior approval by the Tribal Council including, but not limited to, funding connected to any bonus or profit sharing programs

Article VII. Budgets; Reporting Requirements; Schedules — Required.

7.01. *Operation of Gaming Enterprise(s).* The operation of the Gaming Enterprise(s) is governed by the provisions contained within this Article. No deviation from approved plans and budgets shall occur unless approved by the Tribal Council.

7.02. *Annual Budget, Reports and Operating Plan.*

a. The General Manager shall prepare, or cause to be prepared, a separate proposed Annual Budget for each Gaming Enterprise in accordance with the power of the Ogema to prepare and present an annual budget to Tribal Council under Article V, Section 5(a)(5) of the Constitution, in accordance with the Budget and Appropriations Act of 2013 (Ordinance #13-100-04), and in accordance with the power of the Tribal Council to approve or amend the annual budget; provided that the Annual Budget shall include at a minimum:

1. Statements of projected revenue and proposed expenses for the budget year, actual results for the prior year and actual results year-to-date plus the remaining budget for the current year;

2. The statement of revenue and expenses shall be presented by month, with summary statements of all departments and operating segments, detailed statements by department or other operating segment and detailed statements of monthly revenue by category;

3. Schedule of budgeted depreciation & capital replacement reserves;

4. Detail of budgeted capital expenditures by month including justification for each expenditure/project over $50,000.00;

5. Budget case flow statement by month;

6. Loan amortization schedule for the budget year;

7. Loan covenant compliance calculation by month for the budget year; and

8. Schedule and discussion of risks and opportunities for the budget year.

b. *Annual Marketing Report*. The annual marketing report shall report on the activities of the current fiscal year to date as well as for the upcoming fiscal year by month and shall include but not be limited to the following:

1. Executive summary;

2. Situation analysis;

3. Market analysis / target markets;

4. Competitive analysis;

5. Marketing strategies;

6. Direct mail;

7. Player development activities; and

8. Event profiles and pro-formas.

c. *Annual Human Resources Report*. The human resources report shall report on the activities of the current fiscal year to date as well as for the upcoming fiscal year by month and shall include but not be limited to the following:

1. Head count schedule;

2. Preference employment report;

3. Hiring plans;

4. Training schedules;

5. Employee development plans;

6. Proposed changes to employee benefits / plans;

7. Compensation plans;

8. Disclosure of any bonus type plans;

9. Status of Collective Bargaining Agreements and other union activities; and

10. Termination reports.

d. *Annual Operating Plan & Report*. The operating plan shall report on the proposed activities for the upcoming fiscal year by month and shall include but not be limited to the following:

1. Operating goals for the enterprise;

2. Operating goals for each department;

3. Proposed changes in operations;

4. Status of Collective Bargaining Agreements and other union activities; and

5. Schedule and discussion of risks and opportunities.

e. *Schedule for Submission of Annual Budgets and Reports*. The detailed annual budget and annual reports described in items (a) — (d) above shall be submitted for the upcoming fiscal year to the Ogema and Tribal Council no later than September 1, 2016, and July 31 of each succeeding year. Additionally, an Estimate of Projected Revenue for the next fiscal year, as defined and required by Section 5.03 of the Budget and Appropriations Act of 2013, Ordinance #13-100-04, shall be submitted to the Ogema by March 1 of each year.

f. *Confidentiality*. Reports and statements submitted to the Ogema and Tribal Council under this subsection shall be treated as privileged and confidential and submitted only in Tribal Council closed meetings.

7.03. *Monthly Reports*.

a. The General Manager shall prepare, or cause to be prepared, a written monthly report to the submitted to the Ogema and Tribal Council. The monthly report shall summarize the status of all material aspects of the operation of each Gaming Enterprise. The monthly report shall include, at a minimum:

1. Statements of revenue and expenses that shall include:

i. Actual, budget and prior year results for the current month and year to date;

ii. Summary statement of all departments and other operating segments;

iii. Detailed statements by department or other operating segment;

iv. Detailed statement of revenue by category;

v. Cash flow statement; and

vi. Capital replacement reserve schedule.

2. Three month forecast of revenues by category;

3. Balance sheets for the current month, the prior month and the prior year end;

4. Schedule of actual capital expenditures vs budget for the current month and year to date;

5. Schedule of forecast capital expenditures vs budget for the next three months;

6. Loan covenant compliance schedule;

7. Management narrative of operations;

8. Schedule and discussion of risks and opportunities for the next three months;

9. Marketing Department Report, containing the impact of the current month's promotions, promotions scheduled for the next three months and entertainment venue and conference center use scheduled for the next three months;

10. Human Resources Report containing a headcount schedule, preference employment report, summary of new hires, headcount forecast for the next three months and termination reports; and

11. Status of Collective Bargaining Agreements and other union activities

b. *Schedule for Submission of Monthly Reports*. The monthly report shall be submitted no later than the 20th day following month end.

c. *Confidentiality*. Reports and statements submitted under this section, except for the Human Resources preference employment report, shall be treated as confidential and submitted to the Ogema and Tribal Council only in Tribal Council closed meetings.

7.04. *Applicable Accounting Standards*. The General Manager shall ensure that all budgets and reporting requirements contained in this Ordinances comply with generally accepted accounting practices in the market.

Article VIII. Mandatory Distributions.

8.01. *Mandatory Distributions.* The General Manager shall be responsible for ensuring the timely payment of all distributions required by applicable Federal, State or Tribal laws, Resolutions, Regulations, Compacts, or Agreements including, but not limited to, the following:

a. *Distributions Required by Compact(s).* Distributions mandated by any Compact between the Little River Band of Ottawa Indians and the State of Michigan shall be made in accordance with the terms of that Compact or any other Agreement entered into between the Tribe and the State.

b. *National Indian Gaming Commission Payments.* All payments required to be made to the National Indian Gaming Commission, or any other payments mandated by the Indian Gaming Regulatory Act.

c. *Tribal Gross Gaming Tax.* The Tribal Gross Gaming Tax shall be distributed monthly in arrears to the Tribe along with a certificate signed by an officer stating the amount of the tax and showing how such amount was computed. The distribution of the tax shall be made no later than twenty days after the end of each month and shall be based on percentages as set forth by Ordinance.

d. *Net Gaming Revenue.* Distributions of net gaming revenue to the Tribal Government shall be made monthly, no later than twenty days after the end of each month.

Article IX. Interim Oversight Task Force—Creation, Composition, Qualifications.

9.01. *Creation of the Interim Oversight Task Force.* The Tribal Council may, but is not required to, appoint an Interim Oversight Task Force for the Gaming Enterprise(s), to act as a subordinate organization of the Tribe in overseeing the Tribe's Gaming Enterprise(s), subject to the following conditions:

a. The Interim Oversight Task Force and its Members shall be subject to the Constitution, laws, and resolutions of the Tribe, including the legislative authority of the Tribal Council to enact laws and resolutions and the executive authority of the Ogema to carry out the laws and resolutions enacted by the Tribal Council.

b. The Interim Oversight Task Force and its Members shall be subject to all federal laws, or any laws promulgated pursuant to federal law, including but not limited to the Indian Gaming Regulatory Act, the Tribal-State Gaming Compact, the Gaming Ordinance of the Tribe, and all applicable laws, regulations, internal operating procedures and minimum internal control standards.

c. The Members of the Interim Oversight Task Force shall take an oath of office given by a member of the Judiciary of the Little River Band Tribal Court, and shall file a signed confidentiality statement with the Tribal Council Recorder.

9.02. *Composition of the Interim Oversight Task Force*. If the Tribal Council decides to appoint an Interim Oversight Task Force, the Interim Oversight Task Force shall be comprised of seven (7) Members seated as follows:

a. *Elected Officials*. Three (3) Members of the Interim Oversight Task Force shall be Elected Officials of the Tribe, specifically either the Ogema or a Member of Tribal Council.

1. One (1) Member of the Interim Oversight Task Force may be the Tribal Ogema. In the event that the Ogema declines to sit as a Member of the Board, then he or she shall appoint an enrolled member of the Tribe who meets the qualifications of Section 9.03 of this Ordinance to sit in his or her place. Any appointment made under this subsection shall be approved by the Tribal Council and shall have no effect on subsection 9.02(a)(2) below.

2. Two (2) Members of the Interim Oversight Task Force shall be sitting members of the Tribal Council, appointed by the Ogema and approved by the Tribal Council.

b. *At-Large Members*. Four (4) Members of the Interim Oversight Task Force shall be at large, and shall be appointed by the Ogema and approved by the Tribal Council. At-Large Members need not be enrolled members of the Tribe. The Ogema and Tribal Council shall ensure that every effort is made to appoint and approve individuals who possess relevant experience in the fields of business, finance, and/or the hospitality industry, with a particular emphasis on gaming facility experience

c. *Officers; Chairperson; Vice-Chairperson.*

1. If the Ogema chooses to sit on the Interim Oversight Task Force, he or she may serve as Chairperson of the Interim Oversight Task Force at his or her election. In the event the Ogema chooses to not sit on the Interim Oversight Task Force or as Chairperson, the Ogema shall appoint another Member of the Interim Oversight Task Force, who is a member of Tribal Council, to act as Chairperson. Any appointment made under this subsection shall require approval by Tribal Council.

2. The Position of Vice-Chairperson shall be filled by a member of Tribal Council duly seated on the Interim Oversight Task Force.

d. *Licensing as Primary Management Officials*. All Members of the Interim Oversight Task Force are hereby designated as Primary Management Officials, and shall possess and maintain a Gaming License issued by the Gaming Commission or other Gaming Regulatory Agency of the Tribe. The Interim Oversight Task Force shall not be empowered to act under this Ordinance until seven (7) Members of the Interim Oversight Task Force possess at least a temporary Gaming License.

e. *Bond or Insurance.* The Tribal Council may elect to secure a bond and/or insurance covering activities of Members of the Interim Oversight Task Force. All Members of the Interim Oversight Task Force shall cooperate fully with the Tribe to secure bonding and/or insurance covering his or her activities as a Member of the Interim Oversight Task Force.

f. *Prohibited Classes.* The following individuals shall be prohibited from serving as a Member of the Interim Oversight Task Force:

1. Any person who previously held a seat on the Board of Directors or Interim Oversight Task Force and who was removed for good cause.

2. Any person previously disqualified from serving on the Board of Directors or Interim Oversight Task Force.

3. Any person sitting as a Commissioner on the Little River Band of Ottawa Indians Gaming Commission or other Tribal Gaming Regulatory Agency.

4. Any person employed by any Gaming Enterprise.

5. Any person employed by the Little River Band of Ottawa Indians Gaming Commission or other Tribal Gaming Regulatory Agency.

9.03. *Qualifications of Board Members*. Each At-Large Member of the Interim Oversight Task Force shall have one or more of the following qualifications:

a. At least 7 years of experience of executive management in the fields of finance, operations, hospitality or gaming or comparative fields; or

b. A comparable amount of executive experience that lends demonstrable skills to the management of a gaming enterprise.

Article X. Interim Oversight Task Force -- Removal.

10.01. *Removal by Tribal Council.* The Tribal Council shall have the power to remove a Member of the Interim Oversight Task Force for good cause upon a majority vote of the Tribal Council.

10.02. *Good cause*, as used in this ordinance as a basis for removal, means that a Member of the Interim Oversight Task Force shall be removed for any of the following reasons:

a. Failure to attend three meetings of the Interim Oversight Task Force, including special or emergency meetings, within a twelve month period.

b. Revocation of a professional license, permit or certification that reflects on the qualifications of the member to sit on the Interim Oversight Task Force or reflects on the professional responsibilities and integrity of the member.

c. Conviction of a felony, or conviction of a misdemeanor act that impinges on the professional responsibilities and integrity of the member.

d. Failure to carry out the obligations mandated by this Ordinance.

10.03. *Removal Process*. The following process for removal of a Member of the Interim Oversight Task Force shall be strictly adhered to:

a. *Notification — Reasons for Removal*. The Member of the Interim Oversight Task Force subject to removal shall receive written notification that sets forth, with specificity, the reason(s) for removal. The Notification shall include, at a minimum, the conduct, incident, or action that is the basis for the removal and the date and place the conduct, incident or action occurred; any documents relevant to the conduct, incident, or action; and the names of witnesses or other individuals with information regarding the conduct, incident or action.

b. *Notification — Hearing Date and Time*. The Notification shall include the place, date and time of the meeting at which the Member of the Interim Oversight Task Force may answer the charge for removal. Removal hearings shall only be heard in a closed session meeting; provided that the Member of the Interim Oversight Task Force subject to removal may request a public hearing.

c. *Filing of Notification*. A copy of the Notification and any attachments shall be forwarded to the Tribal Council Recorder.

d. *Witnesses; Documents*. The Member of the Interim Oversight Task Force who is the subject of a removal proceeding shall submit, no later than forty-eight (48) hours prior to the hearing date and time, a list of proposed witnesses that will be called and/or a copy of all documents that will be presented at the removal hearing. Witnesses, at the time of the hearing, shall swear an oath as to the truth and accuracy of their statements.

e. *Majority Vote Required*. A Member of the Interim Oversight Task Force shall only be removed by majority vote.

f. *Final Decision*. A majority vote of the Tribal Council to remove Member of the Interim Oversight Task Force shall be final and may not be appealed to the Tribal Court.

10.04. *Return of Property*. Any Member of the Interim Oversight Task Force subject to removal shall immediately, upon receipt of notification of removal, return any property, including documents or records of any type, that rightfully belongs in the possession of the Interim Oversight Task Force.

Article XI. Interim Oversight Task Force -- Automatic Disqualification.

11.01. *Automatic Disqualification - General.* Automatic disqualifications are non-discretionary and must be strictly enforced by the Chairperson, or the Vice-Chairperson presiding in the Chairperson's absence.

11.02. *Grounds for Disqualification.* A Member of the Interim Oversight Task Force shall be automatically disqualified from serving on the Interim Oversight Task Force when one of the following occurs:

a. The Member of the Interim Oversight Task Force no longer holds or is eligible to hold a valid gaming license issued by the Tribe's gaming regulatory agency; or

b. The Member of the Interim Oversight Task Force, if a Tribal Member at the time of his or her appointment, ceases to be an enrolled member of the Little River Band of Ottawa Indians; or

c. The Member of the Interim Oversight Task Force became a Member by virtue of his or her status as an Elected Official and no longer holds an elected office.

11.03. *Disqualification — Procedure.* When a Member of the Interim Oversight Task Force is subject to disqualification under Section 11.02 above, the Chairperson, or the Vice-Chairperson presiding in the Chairperson's absence, shall notify the Member of the Interim Oversight Task Force in writing. The notification shall contain, at a minimum:

a. The reason(s) for the disqualification; and

b. Notice that the Member of the Interim Oversight Task Force is disqualified effective immediately; and

c. Notice that the disqualification is not appealable to any hearing body.

11.04. *Return of Property.* Any Member of the Interim Oversight Task Force disqualified from serving on the Interim Oversight Task Force shall immediately return any property, including documents or records of any type, that rightfully belongs in the possession of the Interim Oversight Task Force.

Article XII. Interim Oversight Task Force -- Notice; Posting Required; Vacancies.

12.01. *Notification Required.* The Chairperson of the Interim Oversight Task Force is required to notify the Ogema and Tribal Council, in writing, when a vacancy is created by removal, disqualification, or resignation of a Member of the Interim Oversight Task Force.

12.02. *Posting Notice of Vacancy for Applicants.* The Ogema shall post for fifteen (15) days in the Tribal newspaper, a notice that a vacancy on the Interim Oversight Task Force exists, the preferred qualifications for the vacant position, and the opening and closing dates of the application period. All applications received shall be forwarded to the Tribal Council with the appointments presented under Section 12.04 of this Ordinance

12.03. *Vacancy Exists*. A vacancy exists upon removal of a Member of the Interim Oversight Task Force by the Tribal Council, automatic disqualification, resignation, or upon receipt of the notice of vacancy by the Ogema.

12.04. *Procedure for Filling Vacancies*. The following procedures shall be adhered to when filling vacancies on the Interim Oversight Task Force:

a. The Interim Oversight Task Force performs duties necessary to the oversight of the activities of the Gaming Enterprise(s) such that it is important that vacancies be filled in an efficient and timely manner. The Ogema shall submit appointments for vacancies on the Interim Oversight Task Force within thirty (30) days of receipt of notice of a vacancy.

b. If the Ogema is unable to appoint individuals to fill vacancies on the Interim Oversight Task Force, he or she shall identify the reasons why vacancies cannot be filled within the timelines set forth in this section, identify all attempts made to nominate qualified persons, and identify with specificity what qualifications each applicant is lacking.

c. If a vacancy occurs on the Interim Oversight Task Force in one or more of the seats which requires a minimum qualification as set by Section 9.03 above, the remaining Members of the Interim Oversight Task Force may continue to conduct business.

d. A vacancy in the Interim Oversight Task Force seat reserved for the Ogema due to removal, disqualification, resignation, or decision to appoint another Elected Official shall be filled by a Tribal Council Member in accordance with Section 9.02(a)(2) of this Ordinance.

12.05. Initial Appointments. The foregoing provisions of this Section shall not apply to the initial appointments to the Interim Oversight Task Force. With respect to the initial appointments of Members of the Interim Oversight Task Force, within seven (7) days of passage of a Tribal Council Resolution deciding to appoint an Interim Oversight Task Force, the Ogema shall submit appointments to Tribal Council for approval.

Article XIII. Interim Oversight Task Force -- Meetings; Minutes; Compensation.

13.01. *Quorum*. A quorum of the Interim Oversight Task Force shall consist of any five (5) Members of the Interim Oversight Task Force. A quorum shall be required to conduct business.

13.02. *Meetings*. The Interim Oversight Task Force shall hold regularly scheduled meetings at least once per month. The Interim Oversight Task Force may convene special or emergency meetings as necessary.

13.03. *Requirement to Attend Meetings*. All Members of the Interim Oversight Task Force shall participate in all regularly scheduled monthly meetings in order to be compensated. Members of the Interim Oversight Task Force may participate in meetings by telephone,

upon approval of the remaining Members of the Interim Oversight Task Force, when conditions prohibit attending in person.

13.04. *Procedures*. The Interim Oversight Task Force shall be authorized to establish its own meeting procedures not inconsistent with this Ordinance; provided that the Interim Oversight Task Force shall act only by Resolution under the following circumstances:

a. When approving contracts and agreements;

b. When authorizing a waiver of the sovereign immunity of the Gaming Enterprise(s); and

c. When authorizing expenditures.

13.05. *Minutes*. The Interim Oversight Task Force shall prepare minutes of all open and closed session meetings which shall describe with specificity all official actions taken by the Interim Oversight Task Force, and shall memorialize all discussions related to those official actions. Copies of the Interim Oversight Task Force's minutes shall be submitted to Tribal Council for acceptance to the record in a timely manner.

13.06. *Compensation*. Each At-Large Member of the Interim Oversight Task Force may be paid reasonable compensation as authorized by Resolution of the Tribal Council subject to the following limitations:

a. Compensation for At-Large Members of the Interim Oversight Task Force shall not be diminished during any term of office.

b. The Ogema and Tribal Council Member(s) sitting on the Interim Oversight Task Force shall not receive additional compensation for sitting on the Interim Oversight Task Force.

c. Compensation shall be subject to the power of the Tribal Council to appropriate funds for such purposes.

d. In the event that an Elected Official sitting on the Interim Oversight Task Force is not re-elected to his or her Tribal government position, he or she shall be paid the same compensation as At-Large Members of the Interim Oversight Task Force for a period of not more than sixty (60) days following the swearing-in of the new Ogema and/or Tribal Council, consistent with the hold-over provision in Article XIV below.

Article XIV. Interim Oversight Task Force -- Terms of Office; Hold-Over Period.

14.01. *Terms of Office*. Each Member of the Interim Oversight Task Force shall have a term of office expiring six (6) months from the effective date of the Resolution that added these amendments, unless the emergency amendments adopted by said Resolution are extended for an additional 6-month period, in which case the terms of office shall also be automatically extended for an additional 6-month period. Notwithstanding the foregoing,

said terms shall expire automatically at such time as any successor body to the Interim Oversight Task Force is created.

14.02. *Hold-Over Period.* To accommodate the appointment and approval provisions for seating Members of the Interim Oversight Task Force, each Member of the Interim Oversight Task Force appointed and approved in accordance with this Ordinance may be held-over in office for a period not to exceed sixty (60) days

Article XV. Responsibilities and Duties of the Interim Oversight Task Force.

15.01. *Delegated Authority.* Subject to the limitations and exceptions contained in Articles XVI-XVII, the Interim Oversight Task Force is expressly delegated the authority to perform all actions reserved to or provided for the Elected Officials of the Tribe pursuant to Articles V-VII of this Ordinance.

15.02. *Reporting.* The Interim Oversight Task Force shall file with the Tribal Council Recorder and the Ogema copies of all reports provided to the Interim Oversight Task Force by the General Manager.

Article XVI. Interim Oversight Task Force: Limited Authority to Waive Sovereign Immunity.

16.01. *Limited Delegation of Authority — General.* The Tribal Council expressly delegates its authority to the Interim Oversight Task Force to waive or limit the right of the Gaming Enterprise(s) to be immune from suit in accordance with Article XI, Section 1 of the Constitution, subject to the limitations contained in this Article.

16.02. *Authority.* The Interim Oversight Task Force shall have limited authority to waive the sovereign immunity of the Gaming Enterprise(s) in accordance with the terms and limitations set forth in this Article in the following circumstances:

a. The Interim Oversight Task Force shall have limited authority to execute Collective Bargaining Agreements for the Gaming Enterprise(s) on behalf of the Tribe. To the extent a Collective Bargaining Agreement provides for a waiver of the Tribe's sovereign immunity, the Interim Oversight Task Force is authorized to execute such a waiver, but only to the extent that such a waiver is consistent with the waiver of sovereign immunity provided by Article XVI of the Fair Employment Practices Code, or any amendments thereto.

b. The Interim Oversight Task Force shall have the additional limited authority to waive the sovereign immunity of the Gaming Enterprise(s) only when contracting for essential daily operational needs.

16.03. *Limitations on Waiver Authority.* Any waiver of sovereign immunity shall be subject to the following limitations in order to be valid and enforceable:

a. A waiver of sovereign immunity authorized in accordance with Section 16.02(b) above shall be limited to claims against the Gaming Enterprise(s) and not the Tribe; and

b. The Interim Oversight Task Force shall not have the authority to waive the right of the Gaming Enterprise(s) to be immune from suit for damages; and

c. For purposes of this Ordinance only, "damages" do not include remedies or awards for wages or other "make whole" remedies that employees may be entitled to recover pursuant to a Collective Bargaining Agreement entered into pursuant to Article XVI of the Fair Employment Practices Code.

16.04. *Procedure*. Only waivers of the sovereign immunity of the Gaming Enterprise(s) that strictly comply with the procedures set forth in this Section shall be valid and enforceable:

a. The Interim Oversight Task Force shall only waive the sovereign immunity of the Gaming Enterprise(s) by a duly authorized resolution which contains the following information:

1. The precise waiver and any limitation(s) to the wavier as identified in the contract or Collective Bargaining Agreement; and

2. The forum and choice of law which will govern claims or disputes.

b. A copy of the authorizing Resolution shall be forwarded to the Tribal Council Recorder for filing with the Interim Oversight Task Force's Monthly Report.

Article XVII. Interim Oversight Task Force--Limitations to Authority and Access.

17.01. *Official Action Required.* No Member of the Interim Oversight Task Force shall be authorized to act independently or in the absence of an official action taken by roll call vote.

17.02. *Limitations on Access.* The Interim Oversight Task Force shall not be authorized to access pits, cage, surveillance, count rooms, vaults, and behind bars serving food and/or alcohol in any Gaming Enterprise.

17.03. *Hiring and Termination of the General Manager.* The Interim Oversight Task Force shall not have the power to hire or terminate the employment of the General Manager.

17.04. *Contracts.* The Interim Oversight Task Force shall be required to approve all contracts, and shall have the power to approve contracts up to and including $250,000.00 without Tribal Council approval, subject to those limitations identified in Article XVI of this Ordinance. Contracts in excess of $250,000.00 shall require Tribal Council approval.

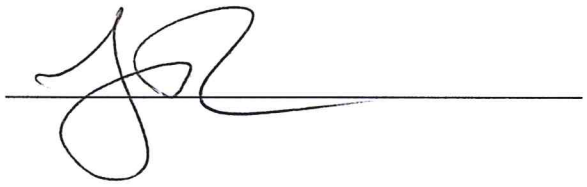
17.05. *Expenditures.* The Interim Oversight Task Force shall be required to approve all Gaming Enterprise capital expenditures, and shall be required to approve all other expenditures in excess of $50,000.00, excluding budgeted daily operational expenses.

17.06. *Collective Bargaining Agreements*. The Interim Oversight Task Force is expressly delegated the authority to negotiate Collective Bargaining Agreements for the Gaming Enterprise(s), subject to Tribal Council approval.

17.07. *Limitations on Contracting Authority*. The Interim Oversight Task Force shall not have the power to enter into or approve any contracts for legal counsel or construction contracts, nor may the Board enter into any form of contract or agreement or initiate negotiations with any municipality, nation, Indian Tribe, state or body politic, without the approval of the Tribal Council. All other contracts and agreements shall only be approved by a duly authorized Resolution which shall be forwarded to the Tribal Council Recorder for filing with the Interim Oversight Task Force's Monthly Report.

17.08. *Limitation on Authority to Terminate Employment*. The Interim Oversight Task Force shall have no independent authority to intervene or intercede in any personnel related matter, including termination of employment. The Interim Oversight Task Force shall have authority related to employment of the General Manager in accordance with Section 5.01 of this Ordinance.

17.09. *Limitation on Authority to Obligate Funds*. The Interim Oversight Task Force shall have no authority to obligate funds outside the parameters of the approved budget without prior approval by the Tribal Council including, but not limited to, funding connected to any bonus or profit sharing programs.

CERTIFICATION

I, Joseph Riley II, Tribal Council Recorder, do hereby certify that this is a true and correct copy of emergency amendments to the Gaming Enterprise Oversight Act adopted by the Tribal Council on September 7, 2016.