

ROLL CALL MATRIX

Meeting Date: 4-10-07

P	A	Res. Number	56	57	58	59	60				
		2007	56	57	58	59	60				
		Unanimous			U						
✓		Cathy Abramson	Y	Y		Y	Y				
✓		Joe Eitrem	Y	Y	2	Y	Y				
✓		Todd Gravelle	1Y	1Y	1	N	A				
✓		DJ Hoffman	2Y	Y		N	1Y				
✓		Dennis McKelvie	Y	N		N	2Y				
✓		Lana Causley	A	Y		Y	Y				
✓		Bob LaPoint	Y	Y		Y	Y				
✓		Keith Massaway	Y	Y		2Y	Y				
✓		Fred Paquin	Y	Y		1Y	Y				
✓		Denise Chase	DR APPE								
✓		Tom Miller	Y	2Y		Y	Y				
✓		Shirley Petosky	Y	Y		Y	Y				
✓		Aaron Payment									

- 1 = Made Motion
- Y = Voted Yes
- A = Abstained

- 2 = Second/Support Motion
- N = Voted No
- U = Unanimous



RESOLUTION NO: 2007-56
PARTIAL WAIVER OF CONVICTION TO THERESA L. CAUSLEY

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

WHEREAS, the Board of Directors has enacted Tribal Code Chapter 76: Partial Waiver of Conviction for Gaming License Purpose that allows for a partial waiver of conviction to tribal members who have been convicted of a crime and would be denied a license for employment in a gaming operation pursuant to Chapter 42; and

WHEREAS, Theresa L. Causley, is a tribal member who has been convicted of: MCL 750.414, Unlawful use of a Motor Vehicle on October 28, 2003.

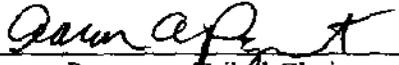
WHEREAS, Theresa L. Causley would be denied a license for employment as a key employee or primary management official because of the criminal conviction; and

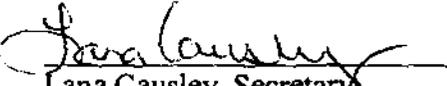
WHEREAS, the Board of Directors has determined that Theresa L. Causley is not likely to engage in any offensive or criminal course of conduct and the public good does not require that she be denied a license as a key employee or primary management official.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, pursuant to Tribal Code Chapter 76 grants a partial waiver of conviction to Theresa L. Causley, for the conviction of: MCL 750.414, Unlawful use of a Motor Vehicle on October 28, 2003.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 10 day of April 2007; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 1 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians


Lana Causley, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

Min Waban Dan

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Development
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RESOLUTION NO: 2007-57

PERMITTING USAGE OF ENROLLMENT INFORMATION

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians holds its Member's data and personal information in confidence; and

WHEREAS, the Board of Directors has resolved not to release enrollment information except in situations where the privacy and confidentiality of the Members is maintained; and

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WHEREAS, the Environmental and health departments have requested that enrolment data be made available for a research study into Cancer Incidence in American Indian Populations in Michigan; and

WHEREAS, an agreement has been negotiated between the Tribe, the Cancer Epidemiology Education in Special Populations (CEESP) program at the University of Michigan, the Michigan Department of Community Health, and the Michigan Inter-Tribal Council whereby research can be undertaken into the tribal affiliation of all Michigan Cancer patients without disclosure of the names of any other personally identifiable information of any Tribal member.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby directs the Enrollment and MIS departments to assist the Environmental Department with preparing such information as may be required to perform the Tribe's obligations pursuant to the attached multi-party MOU; and

BE IT FURTHER RESOLVED, that the Chairman of the Tribe is authorized and directed to execute on behalf of the Tribe the multi-party MOU in the form attached.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 10 day of April 2007; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 1 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians


Lana Causley, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2007-58

UPDATE CHANGE ON INVESTMENT SCHOLARSHIP FUND ACCOUNT

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians maintains a number of investment accounts to maximize the returns on excess funds, both temporary and permanent; and

WHEREAS, one such investment account contains the invested funds for the Scholarship Fund # M1-2786-00-6; and

WHEREAS, it is the desire of the Sault Ste. Marie Tribe of Chippewa Indians to update the name on the investment account to accurately reflect the current name of the Scholarship Fund; and

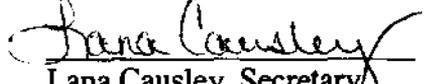
NOW, THEREFORE, BE IT RESOLVED, that the name on the account be changed to the Sault Tribe Memorial and Honorary Scholarship Fund and that the current signers as listed below remain the same:

Aaron Payment Victor Matson, Jr.
Cathy Abramson William P. Connolly, Jr.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 10 day of April 2007; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians


Lana Causley, Secretary
Sault Ste. Marie Tribe of
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RESOLUTION NO: 2007-59

**APPROVAL AND AUTHORIZATION TO AMEND LOAN AGREEMENT;
WAIVER OF SOVEREIGN IMMUNITY AND
TRIBAL COURT JURISDICTION
MBANK OPERATING LOAN**

Min Waban Dan

Administrative Office BE IT RESOLVED, by the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians, as follows:

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- 1.1 The Sault Ste. Marie Tribe of Chippewa Indians (the "**Tribe**") is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, as amended (25 U.S.C. 467, *et seq.*).
- 1.2 The Tribe, from time to time, has a need to borrow operating monies to fund health care, social services, educational and other governmental functions and services to its eligible members in a seven-county service area.
- 1.3 The Tribe, in the year 2000, originally borrowed \$5,000,000, for operations, from Mbank (formerly known as North Country Bank) (the **Lender**). In 2002, an additional \$1,000,000 was borrowed (for a total of \$6,000,000) for the initial demolition and remodeling costs associated with the Munising Tribal Community Center. In 2002, pursuant to a Note, a Security Agreement and such other documents as were required in connection with the financing (collectively, the "**Finance Documents**"), between the Tribe, as the borrower, and the Lender, the two loans were combined. The financing is secured by the Chi Mukwa Community Recreation Center and the balance outstanding on the combined note is \$3,561,000 as of March 31, 2007.
- 1.4 The current note is up for renewal in May 2007 and, in the interest of conserving its immediate cash flow, the Tribe wishes now to amend the financing so that for the next two years, until May 2009, **interest only payments** are due and the full balance of the note shall be due and payable at the end of the two year period. It is anticipated that the cash flow position of the Tribe will be much improved at the end of this two year period and that funds will have accumulated to repay the outstanding balance.
- 1.5 As part of the original Finance Documents and in order to induce the Lender to enter into the Amended Finance Documents, the Tribe is required to: (a) expressly consent to the Tribe's entering into the Finance Documents and (b) confirm that the Tribe shall not raise as a defense its sovereign immunity and, in furtherance thereof, to waive its sovereign immunity and Tribal Court jurisdiction with respect to any matter pertaining to the Finance Documents.

- 1.6 The Board of Directors determines that it is in the best interest of the Tribe to amend such financing, make such waivers and consent to the financing, and that the Finance Documents could not be signed and delivered by the Lender without such waivers.

Section 2. APPROVALS AND AUTHORIZATION

- 2.1 The Board of Directors authorizes and directs the Tribe, through its Chairman, for and on behalf of the Tribe, to enter into such agreements on such terms and conditions as he deems necessary or appropriate with respect to governing law, waivers of sovereign immunity and Tribal court jurisdiction, and consent to jurisdiction.
- 2.2 The Board of Directors consents to, and authorizes and directs the Tribe to enter into, the Amended Finance Documents.
- 2.3 The Chairman is authorized and directed to execute and deliver such other agreements, certificates, documents and instruments as may be required and to take any and all such other action as may be necessary or desirable to effectuate the foregoing on behalf of the Tribe.

Section 3. WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO JURISDICTION

- 3.1 The Board of Directors, on behalf of the Tribe, waives all sovereign immunity from suit should an action be commenced under the Finance Documents. This waiver:
 - 1) shall terminate upon performance by the Tribe of all its obligations under the Finance Documents;
 - 2) is granted solely to the Lender, its successors and assigns;
 - 3) shall apply to any judicial or non-judicial action, including but not limited to any lawsuit, arbitration, judicial or non-judicial foreclosure proceeding, judicial or non-judicial action to enforce the rights of the Lender as a secured creditor, and to the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel, if applicable, to enforce the obligations of the Tribe under the Finance Documents;
 - 4) shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation under the Finance Documents, including but not limited to any Tribal property or assets pledged under the Finance Documents; and

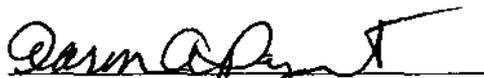
- 5) shall be enforceable only in a court of competent jurisdiction, including the courts of the State of Michigan and the federal courts in Michigan, including the United States Bankruptcy court, or any arbitrator or arbitration panel, if applicable.
- 3.2 The Finance Documents shall be construed in accordance with and governed by the internal laws of the State of Michigan, as set forth in each such document. The Board of Directors authorizes the Tribe to consent to the jurisdiction of the courts of the State of Michigan and the federal courts in Michigan, including any courts to which decisions may be appealed, with respect to any controversy arising out of or under the Finance Documents.

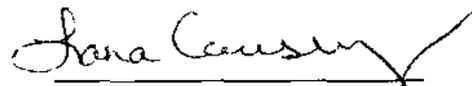
Section 4. WAIVER OF TRIBAL COURT JURISDICTION

- 4.1 The Board of Directors, on behalf of the Tribe, waives the jurisdiction of the Tribal Court over any action arising under the Finance Documents.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 10 day of APRIL 2007; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 8 members for, 3 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians


Lana Causley, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2007-60

WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO WAIVER OF TRIBAL COURT JURISDICTION

BE IT RESOLVED, by the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians, as follows:

FINDINGS AND DETERMINATIONS: The Board of Directors finds and determines that:

1.1 The Sault Ste. Marie Tribe of Chippewa Indians (the "Tribe") is a federally recognized Indian Tribal Government organized under the provisions of the Indian Reorganization Act of 1934.

1.2 Kewadin Casinos Gaming Authority (the "Authority") is an instrumentality of the Tribe; Kewadin Greektown Casino, L.L.C. ("Kewadin"), a Michigan limited liability company, is wholly-owned by the Authority; Monroe Partners, L.L.C., a Michigan limited liability company ("Monroe"), is majority-owned by Kewadin; Greektown Holdings, L.L.C., a Michigan limited liability company ("Holdings"), is wholly-owned by Kewadin and Monroe; Greektown Holdings II, Inc., a Michigan corporation ("Holdings II"), is wholly-owned by Holdings; Greektown Casino, L.L.C., a Michigan limited liability company ("Greektown"), is wholly-owned by Holdings; Realty Equity Company, Inc., a Michigan corporation ("REC") is wholly-owned by Greektown; and Contract Builders Corporation, a Michigan corporation ("CBC") is wholly-owned by Greektown.

1.3 Holdings and Holdings II desire to enter into the First Amendment to Credit Agreement dated November 2, 2005, among Holdings and Holdings II, as borrowers, various financial institutions, as the Lenders, Merrill Lynch Capital Corporation as the Administrative Agent, and the other parties thereto, as further amended, supplemented, replaced or restated from time to time (the "Amendment to Credit Agreement"), pursuant to which the Lenders will extend commitments to Holdings and Holdings II in an aggregate principal amount of up to \$100,000,000, and certain related loan documents (together with the Amendment to Credit Agreement, the "Loan Documents").

1.4 In order to induce the Lenders to enter into the Loan Documents, the Tribe is required (a) to expressly consent to Holdings and Holdings II entering into the Amendment to Credit Agreement and the other Loan Documents and to Greektown, REC and CBC entering into the Loan Documents to which they are a party, (b) to confirm that the Tribe, the Authority, Monroe, Kewadin, Holdings, Holdings II, Greektown, REC and CBC, and all other entities claiming by, through or under the Tribe, the Authority, Holdings, Holdings, II, Greektown, Kewadin, Monroe, REC and/or CBC will not claim tribal immunity or Tribal Court jurisdiction with respect to any matter pertaining to the Amendment to Credit Agreement or the other Loan Documents. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."

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1.5 Without the Waiver and Consent Obligations, this transaction could not be consummated. It is in the best interests of the Tribe to consent to the Amendment to Credit Agreement and the other Loan Documents and to enter into the Waiver and Consent Obligations.

Section 2 APPROVALS AND AUTHORIZATION

2.1 The Board of Directors authorizes and directs the Tribe, through its Chairman, for and on behalf of the Tribe, the Authority, Kewadin, Monroe, Holdings, Holdings II, Greektown, REC and CBC, to enter into such agreements on such terms and conditions as he deems necessary concerning governing law, waiver of Tribal Court jurisdiction, and waiver of tribal immunity.

2.2 The Board of Directors authorizes and directs the Tribe, the Authority, Kewadin, Monroe, Holdings, Holdings II, Greektown, REC and CBC each to give its express consent to the terms and provisions of the Amendment to Credit Agreement and the other Loan Documents, as applicable.

2.3 The Chairman is authorized and directed to execute and deliver such other agreements, certificates, documents, or instruments, as may be required or to take any and all such action which may be necessary or convenient to effectuate the foregoing.

Section 3 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION; GOVERNING LAW

3.1 The Tribe hereby waives its sovereign immunity from suit should an action be commenced under the Amendment to Credit Agreement and the other Loan Documents.

This waiver:

- (i) shall terminate upon performance by Holdings, Holdings II, Greektown, REC and/ or CBC of all of their respective obligations under the Amendment to Credit Agreement and the Loan Documents, as applicable;
- (ii) is granted solely to the Lenders and the Agents (as defined in the Credit Agreement, as amended) and their successors and assigns;
- (iii) shall extend to inter alia, any judicial or non-judicial action, including, but not limited to, any lawsuit, arbitration, judicial or non-judicial foreclosure proceeding, and judicial or non-judicial action to enforce the rights of the Lenders and the Agents as a secured creditor, and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations of Holdings, Holdings II, Greektown, REC and/ or CBC under the Amendment to Credit Agreement and the other Loan Documents, as applicable;
- (iv) shall be enforceable against all assets and property of Holdings, Holdings II, Greektown, REC, and CBC, to the extent sufficient to satisfy Holdings', Holdings II's, Greektown's, REC's and CBC's respective obligations under the Amendment to Credit Agreement and the other Loan Documents;

- (v) shall be enforceable only in a court of competent jurisdiction, including courts of the State of Michigan and the State of New York, the Tribal Court and federal courts in Michigan and New York (including the United States Bankruptcy Court) or any arbitrator or arbitration panel; and
- (vi) the Amendment to Credit Agreement and the other Loan Documents shall be construed in accordance with and governed by the internal laws of the State of Michigan and/ or New York, as set forth in each such document, except that matters concerning the validity and perfection of a security interest shall be governed by the conflicts of law rules set forth in the Michigan Uniform Commercial Code. The Board of Directors specifically authorizes Holdings, Holdings II, Greektown, REC and CBC to submit to and consent to the jurisdiction of the courts of the States of Michigan and New York, including any courts to which decisions may be appealed, with respect to any controversy arising out of the Amendment to Credit Agreement and the other Loan Documents.

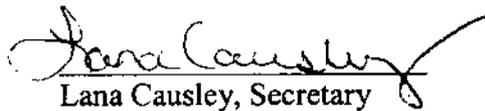
Section 4 WAIVER OF TRIBAL COURT JURISDICTION

4.1 The Board of Directors waives jurisdiction of the Tribal Court over any action arising under the Amendment to Credit Agreement and the other Loan Documents.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 10 day of April 2007; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 1 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron Payment, Tribal Chairperson
Sault Ste. Marie Tribe of
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Lana Causley, Secretary
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