

ROLL CALL MATRIX

Meeting Date: 8-21-07

P	A	Res. Number								
		2007	132	133						
		Unanimous	U							
✓		Cathy Abramson		Y						
✓		Joe Eitrem		Y						
✓		Todd Gravelle	1	Y						
✓		DJ Hoffman		Y						
✓		Dennis McKelvie		Y						
✓		Lana Causley		Y						
✓		Bob LaPoint		Y						
✓		Keith Massaway		Y						
✓		Fred Paquin		Y						
✓		Denise Chase		N						
✓		Tom Miller	2	1Y						
✓		Shirley Petosky		Y						
✓		Aaron Payment								

- 1 = Made Motion
- Y = Voted Yes
- A = Abstained
- S = Sponsored by Board Member
- 2 = Second/Support Motion
- N = Voted No
- U = Unanimous



RESOLUTION NO: 2007-132

2007 HEALTH DIVISION MODIFICATIONS

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, and

Min Waban Dan

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the attached FY 2007 Budget Modifications for a total decrease in Tribal Support in the amount of \$61,556.98.

**Administrative
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

Phone

906.635.6050

Fax

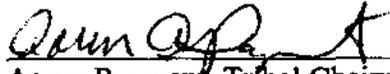
906-635.4969

CERTIFICATION

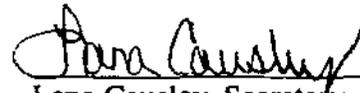
We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 13 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 21 day of August 2007; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 12 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

**Government
Services**

**Membership
Services**



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



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



RESOLUTION NO: 2007-133

**AUTHORIZING ISSUANCE OF PROMISSORY NOTE
AND RELATED MATTERS**

WHEREAS, the Tribe intend to finance the construction of a ten (10) classroom modular addition to the Joseph K. Lumsden Bahweting Public School on tribal lands (the "Project"); and

WHEREAS, the Tribe desires to finance the Project and to pay additional Project expenses by issuing its Promissory Note to National City Bank (the "Bank") in the amount of \$1,500,000.00 (the "Note"); and

WHEREAS, it is the intention of the Tribe that the interest on the Promissory Note be excluded from gross income for purposes of federal income taxation pursuant to Section 7871 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Authorization of Note and Loan Agreement.

In order to provide funds for the financing of the Project, the Tribe authorizes and approves the issuance of the Note in the aggregate principal amount of \$1,500,000.00 and execution of a Loan Agreement dated August 21, 2007 between the Tribe and the Bank (the "Agreement") pursuant to which the Note is issued. The Note shall be dated as of its date and shall mature on August 2010, subject to mandatory principal payments and mandatory and optional prepayment as described therein. The Note shall be in substantially the form set forth as Exhibit "A" to this Resolution and shall constitute a general obligation of the Tribe. Proceeds of the Note shall be issued to pay the costs of acquisition and construction of the Project plus to pay additional Project costs.

Section 2. Qualified Tax-Exempt Obligation.

The Tribe designates the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Code.

Section 3. Designation as Secured Obligation.

The Tribe agrees to secure payment of the Note by execution and delivery of an Assignment of Rents and Lease dated August 21, 2007 from the Tribe to the Bank (the "Assignment"), wherein the Tribe assigns to the Bank all of its right, title and interest, as lessor, with Joseph K. Lumsden Bahweting Public School Academy, as lessee, under a certain Lease commencing July 1, 2007 and terminating June 30, 2012 (the "Lease"), and to all general intangibles, rents, income and profits due or to become due thereunder.

Section 4. Approval of Note, Agreement and Assignment: Direction to Execute.

The forms of the Note attached as Appendix 1 to this Resolution, the Agreement and the Assignment submitted with this Resolution are hereby approved as to form and substance. Each of the Chairperson, Vice Chairperson, Secretary and/or Treasurer of the Tribe is authorized to execute and deliver the Note, the Agreement, and the Assignment on behalf of the Tribe in final form. Note, the Agreement and the Assignment shall be substantially the same as the forms hereby approved with such changes not materially adverse to the Tribe as shall be approved by the officers executing such documents, such approval to be evidence by the execution by such officers of the same. The officers, agents, and employees of the Tribe are authorized, empowered and directed to do all such

Min Waban Dan

**Administrative
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

Phone

906.635.6050

Fax

906-635-4969

**Government
Services**

**Membership
Services**

acts and things and to execute all such documents, certificates and forms as may be necessary to carry out the intent and accomplish the purposes of this Resolution and to comply with and make effective the provisions of the Note, the Agreement and the Assignment, as executed.

Section 5. Tax-Exemption of Note.

The Tribe covenants to take all such necessary action to maintain, and to avoid taking any action that adversely affects the exclusion of interest on the Note from the gross income of the holder thereof for purposes of federal income taxation.

Section 6. Jurisdiction and Waiver of Sovereign Immunity.

In connection with the execution and delivery of the Note, the Agreement and the Assignment, the Tribe will waive, and does hereby waive, its sovereign immunity (but only to the extent and as specifically provided in such documents as to the matters stated therein), and will consent, and does hereby consent, to the jurisdiction of the Tribal Court, Courts of the State of Michigan, and Federal Courts and to arbitration under certain circumstances (but in each case only as specifically provided in such documents as to the matters stated therein).

Section 7. Separability.

The provisions of this Resolution are declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions of this Resolution.

Section 8. Repeal of Conflicting Resolution: Effective Date.

All orders and resolutions and parts thereof in conflict with this Resolution are, to the extent of such conflict, repealed, and this Resolution shall take effect and be in full force immediately upon its adoption.

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 13 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 21 day of August 2007; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 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