

**BOARD OF DIRECTORS SPECIAL MEETING
KEWADIN CASINO AND CONVENTION CENTER
SAULT STE. MARIE, MICHIGAN**

December 17, 2025

5:00 P.M.

(or at the conclusion of the BoD Workshop)

- I. CALL TO ORDER
- II. ROLL CALL
- III. RESOLUTIONS: Amend LOC Documents – PNC with Limited Waiver
- IV. ADJOURN TO EXECUTIVE SESSION
- V. RECONVENE AND REAFFIRM
- VI. ADJOURN

RESOLUTION NO: _____

**AMENDING LETTER OF CREDIT DOCUMENTS WITH PNC BANK –
SAULT TRIBE SELF-FUNDED UNEMPLOYMENT PROGRAM
INLCUDING A LIMITED WAIVER OF SOVEREIGN IMMUNITY AND
TRIBAL COURT JURISIDCTION**

WHEREAS, Resolution 2024-28 authorized the Letter of Credit with PNC Bank;
and

WHEREAS, the Tribe wishes to amend the Letter of Credit.

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

Section 1 FINDINGS AND DETERMINATIONS:

The Board of Directors finds and determines that:

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

1.2 The Tribe wishes to enter into an Amended Application Agreement (“Letter
of Credit Agreement”) with PNC Bank, N.A., (“PNC Bank”) as negotiated by the
CFO; and

1.3 PNC Bank will not consent to such agreement without a waiver of sovereign
immunity or Tribal Court jurisdiction; and

1.4 In order to induce PNC Bank to maintain the Letter of Credit and to enter into
the Letter of Credit Agreement from the Tribe, the Tribe is required to confirm that
the Tribe and all other entities claiming by, through or under the Tribe will not
claim sovereign immunity or exclusive Tribal Court jurisdiction with respect to any
disputes or causes of action between the Tribe and PNC Bank that might arise from,
or relate to, in any respect, the Letter of Credit or object to the venue clauses found
in any of the Letter of Credit Documents. All the foregoing are referred to herein
as the “Waiver and Consent Obligations”; and

1.5 It is in the Tribe's interest to resolve as stated herein.

**Section 2 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO
JURISDICTION; GOVERNING LAW**

Resolution No: _____
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2.1 The Tribe hereby waives its sovereign immunity from suit in favor of PNC Bank only should an action be commenced under any of the Letter of Credit Agreement referenced above.

This waiver:

Shall terminate upon performance by the Tribe of all of its obligations under the Letter of Credit Agreement; and

Is granted solely to PNC Bank; and

Shall extend to inter alia, any judicial or non-judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non-judicial action to resolve disputes between the Tribe and PNC Bank and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations under the Letter of Credit Agreement; and

Shall be enforceable only in a court of competent jurisdiction, including courts in the State of Michigan, the Tribal Court and federal courts in Michigan (including the United States Bankruptcy Court or any arbitrator or arbitration pane); and

Shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation in the Letter of Credit Agreement; and

The Letter of Credit Agreement, and other associated finance documents shall be construed in accordance with and governed by all applicable laws and regulations of governmental bodies with competent jurisdiction, as set forth in such documents.

Section 3. WAIVER OF TRIBAL COURT JURISDICTION

3.1 The Board of Directors waives the exclusive jurisdiction of the Tribal Court over any action arising under the Letter of Credit Agreement. The Board authorized the Tribe to consent to the jurisdiction of any courts with competent jurisdiction, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution or any of the finance documents, note or Letter of Credit Agreement.

Section 4. EFFECTIVE DATE

4.1 This waiver with respect to any Letter of Credit Agreement shall become effective upon the final execution of such Letter of Credit Agreement executed by the Chairman or his designee. Failure or refusal of any individual to execute the Letter of Credit Agreement shall render the waivers and consents granted in this resolution with respect to such Letter of Credit Documents to become void

immediately. Failure or refusal to execute the Letter of Credit Documents prior to the close of business on April 1, 2026, shall ender the waivers and consents granted in this resolution to become void immediately.

Section 5. AUTHORIZATION

5.1 T The Tribal Chairman and Secretary are authorized to execute any and all documents to effectuate the foregoing.

C E R T I F I C A T I O N

We, the undersigned, as Chairman 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 _____ members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the _____ day of _____ 2025; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of _____ members for, _____ members against, _____ members abstaining, and that said resolution has not been rescinded or amended in any way.

Austin Lowes, Chairman
Sault Ste. Marie Tribe of
Chippewa Indians

Kimberly Hampton, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

BOARD OF DIRECTORS SPECIAL MEETING

December 17, 2025

Sponsor's List

RESOLUTIONS:

Amending Letter of Credit Documents with PNC Bank – Sault Tribe Self-Funded
Unemployment Program including a Limited Waiver of Sovereign Immunity and Tribal Court
Jurisdiction – Holly Haapala/Bill Connolly/Legal