



THE MILLE LACS BAND OF OJIBWE INDIANS

Legislative Branch of Tribal Government

JOINT RESOLUTION 10-04-17-04

APPROVING A LOAN FOR THE CORPORATE COMMISSION FOR IMPROVEMENTS RELATING TO GRAND CASINO MILLE LACS, A RESTATEMENT OF PRIOR DEBT OF THE CORPORATE COMMISSION, A PLEDGE OF REVENUES AND ACCOUNTS AS SECURITY FOR THE LOAN AND RESTATED DEBT, EXECUTION OF A CONSENT AGREEMENT BY THE BAND, AND RELATED MATTERS

- WHEREAS, the Band Assembly constitutes the legislative branch of the Mille Lacs Band of Ojibwe Indians, federally recognized Indian tribe (the "Band"); and
- WHEREAS, the Chief Executive of the Band is empowered to exercise the executive branch powers of the Band; and
- WHEREAS, the Band Assembly and Chief Executive have determined to consider the matters addressed herein in a Joint Session of the Band Assembly and the Chief Executive; and
- WHEREAS, the Corporate Commission has been created as a corporate body politic of the Band; and
- WHEREAS, the Corporate Commission desires to receive a loan in the amount of \$43,000,000 (the "Loan") pursuant to a certain Loan Agreement (the "Loan Agreement") between the Corporate Commission, certain lenders defined in the Loan Agreement (the "Lenders"), and Wells Fargo Bank, National Association ("Agent"), as agent for the Lenders, to finance certain hotel and casino improvements related to Grand Casino Mille Lacs (the "Project"); and
- WHEREAS, the Corporate Commission also deems it desirable for certain existing notes of the Corporate Commission secured by a Master Trust Indenture, dated as of October 1, 1996, between the Corporate Commission and U.S. Bank National Association, as trustee, and certain indentures supplemental thereto (the "Earlier Notes"), be restated for consistency with the Loan (the "Restated Notes") and issued to the holders of the Earlier Notes (the "Note Holders") pursuant to an Amended and Restated Note Purchase Agreement between the Corporate Commission and the Note Holders (the "Note Purchase Agreement"), upon surrender by the Note Holders of their Earlier Notes, with the Restated Notes having principal amounts and interest rates that are the same as the principal amounts and interest rate of the Earlier Notes; and
- WHEREAS, it is proposed that pursuant to a certain Security and Intercreditor Agreement between the Corporate Commission, Wells Fargo Bank, National Association, as collateral agent and agent, and the Note Holders (the "Intercreditor Agreement"), Wells Fargo will agree to act as the collateral agent for the Lenders and the Note Holders and that the Loan and Restated Notes will be secured by a pledge of generally all revenues of the Corporate Commission derived from its gaming, hotel and related operations (as more fully defined in the Loan Agreement, the "Gaming Revenues"), and all accounts into which such revenues are deposited (as more fully defined in the Loan Agreement, the "Gaming Accounts"); and

WHEREAS, to perfect a security interest in the Gaming Accounts it is proposed that the Corporate Commission, and the banks into which Gaming Revenues are proposed to be deposited, enter into certain Control Agreements ("Control Agreements," and together with the Loan Agreement, the Notes defined in the Loan Agreement, the Security and Intercreditor Agreement, the Note Purchase Agreement, and the Restated Notes, collectively, the "Corporate Commission Financing Documents"), permitting the Agent, acting for the Secured Lenders, to control the funds in the accounts if a default occurs under the Corporate Commission Financing Documents; and

WHEREAS, because the Band has sovereign authority over the land on which the Gaming Assets (as defined in the Loan Agreement) are located, has sovereign authority over the Corporate Commission, and leases to the Corporate Commission the land on which the Gaming Business (as defined in the Loan Agreement) is conducted, the Secured Lenders are requesting that the Corporate Commission and the Band enter into a certain Consent Agreement in favor of the Agent (the "Consent Agreement") by which it is proposed that the Band waive any action otherwise available to the Band under the leases and, with respect to the Financing Documents agree that the Band shall take no action that materially impairs any right of a Secured Creditor or any obligation of the Corporate Commission thereunder, including any of those relating to: (a) the deposit or application of Gaming Revenues, (b) the liens on Gaming Revenues or Gaming Accounts securing the Secured Creditors, (c) the recourse for enforcement of any obligation thereunder, (d) the performance by the Corporate Commission of any obligations under the Financing Documents, (e) the Corporate Commission's authority to access, use or enjoy the Gaming Assets (under the leases or otherwise) and (f) the Corporate Commission's authority to conduct the Gaming Business.

WHEREAS, it is the desire of the Band Assembly and the Chief Executive by this Resolution to assure that all obligations of the Corporate Commission under the Corporate Commission Financing Documents and the Consent Agreement shall be valid and binding obligations of the Corporate Commission, enforceable in accordance with their respective terms under all resolutions, ordinances, statutes, charters and other law of the Band or any branch, division, department, agency of instrumentality, whether written or unwritten ("Band Law"); and

WHEREAS, it is the desire of the Band Assembly and the Chief Executive by this Resolution to assure that all obligations of the Band and its government under the Consent Agreement shall be valid and binding obligations of the Band, enforceable in accordance with the terms of the Consent Agreement under all Band Law; and

WHEREAS, it is the intent of the Band Assembly and the Chief Executive by this Resolution to exercise the legislative powers of the Band's government with respect to the matters herein set forth;

NOW, THEREFORE, BE IT RESOLVED AND ENACTED BY THE BAND ASSEMBLY AND THE CHIEF EXECUTIVE OF THE MILLE LACS BAND OF OJIBWE INDIANS, that the Band Assembly and the Chief Executive determine and find that the transactions contemplated

by the Financing Documents are in the best interest of the Bands and the extensions of credit evidenced thereby further economic development and other public interests of the Band and the following additional matters shall be enacted as Band Law.

BE IT FURTHER RESOLVED, that the Band Assembly and the Chief Executive acknowledge that the proposed forms of each of the Corporate Commission Financing Documents and the Consent Agreement have been made available to the Band Assembly, the Chief Executive or their legal counsel, and that the Band Assembly and the Chief Executive authorize and approve (i) the execution, delivery and performance of the Corporate Commission Financing Documents and the Consent Agreement by the Corporate Commission, (ii) the Corporate Commission's borrowings related to the Loan and Restated Notes, (iii) the pledging of the Gaming Revenues and Gaming Accounts as security for such borrowings, and (iv) all other Corporate Commission undertakings with respect to the Financing Documents.

BE IT FURTHER RESOLVED, that the Band Assembly and the Chief Executive acknowledge that the Corporate Commission Financing Documents include certain provisions related to (i) limited waivers of sovereign immunity, (ii) waivers of rights to have disputes heard before a court or other dispute resolution forum of the Band, (iii) consents to arbitration, and (iv) consents to the application of the laws of the State of Minnesota, which the Band Assembly and Chief Executive irrevocably expressly approves and determines are in compliance with all Band Law.

BE IT FURTHER RESOLVED, that the Band Assembly and the Chief Executive approve execution, delivery and performance of the Consent Agreement by the Band.

BE IT FURTHER RESOLVED, that the Band Assembly and the Chief Executive expressly and irrevocably approve the provisions in the Consent Agreement providing (i) that any disagreement or claim arising out of the Consent Agreement (including those asserted against the Band) may, at the option of any other parties thereto, be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and (ii) that actions seeking to enforce or aid such arbitration (including disagreements and claims asserted against the Band) may be sought in, and any judgment on any award resulting from such arbitration may be entered in the Band's Court of Central Jurisdiction, which court shall apply the same standards of review as would be applied by federal courts in such circumstances, which provisions the Band Assembly determines are in compliance with all Band Law.

BE IT FURTHER RESOLVED, that the Band Assembly and the Chief Executive hereby grant to the Chief Executive all requisite authority and power for and on behalf of the Band to execute and deliver the Consent Agreement, and that the approval granted by this Resolution with respect to any agreement or instrument shall also extend to any modification, amendment or change thereto as shall be approved by the Chief Executive (with respect to the Band) or any person authorized to sign the Corporate Commission Financing Documents on behalf of the Corporate Commission, with the signature of the Chief Executive or such other person being conclusive evidence of such approval.

BE IT FURTHER RESOLVED, that upon execution and delivery by the Corporate Commission of any of the Financing Documents or the Consent Agreement, including with such changes or modifications as are herein authorized, such document shall be a valid and binding obligation of the Corporate Commission, enforceable in accordance with its terms for all purposes of Band Law, with such terms superceding and controlling over any provision of Band Law in conflict or inconsistent with such terms.

BE IT FURTHER RESOLVED, that upon execution and delivery of the Consent Agreement by the Band as herein authorized, the Consent Agreement shall be a valid and binding obligation of the Band, enforceable in accordance with its terms for all purposes of Band Law, with such terms superceding and controlling over any provision of Band Law in conflict or inconsistent with such terms.

BE IT FURTHER RESOLVED, that during the term of the extensions of credit evidenced by the Financing Documents neither the Band Assembly nor the Chief Executive shall pass or adopt any resolution, ordinance, statute or other law or approve or allow any other action of any nature that shall impair the contractual rights of any third party under any of the Financing Documents or the Consent Agreement.

BE IT FURTHER RESOLVED, that without limiting the consent to arbitration and review of arbitration awards as provided above, or the approval of provisions in the Financing Documents binding on the Corporate Commission as provided above, nothing in this Resolution shall be construed as a waiver of the sovereign immunity of the Band.

BE IT FURTHER RESOLVED, the provisions of this Resolution shall constitute valid and enforceable Band Law; and this Resolution shall constitute a bill within the meaning of 3 MLBSA § 28.

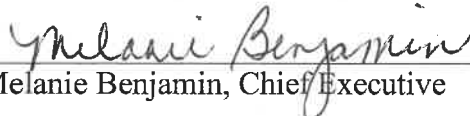
WE DO HEREBY CERTIFY, that the foregoing resolution was duly concurred with and adopted at a special session of the Band Assembly in Legislative Council assembled, a quorum of legislators being present held on the 23rd day of December, 2003 at Vineland, Minnesota by a vote of 2 FOR, 0 AGAINST, 0 SILENT.

IN WITNESS WHEREOF, we, the Band Assembly hereunto cause to have set the signature of the Speaker of the Assembly to be affixed to this resolution and forwarded to the Chief Executive for Concurrence.



Herb Weyaus, Speaker of the Assembly

IN CONCURRENCE, with the action of the Speaker of the Assembly, I, hereunto set my hand to this resolution



Melanie Benjamin, Chief Executive

OFFICIAL SEAL OF THE BAND