



THE MILLE LACS BAND OF  
**OJIBWE INDIANS**  
*Legislative Branch of Tribal Government*

**RESOLUTION 18-01-169-18**

**A RESOLUTION APPROVING CONTINUATION, MODIFICATION AND EXTENSION OF THE MATURITY OF \$40,554,630 OF BAND PASS-THROUGH LOANS TO MILLE LACS CORPORATE VENTURES AND ITS SUBSIDIARIES FOR ST. PAUL HOTELS ACQUISITION AND IMPROVEMENT**

- WHEREAS, the Mille Lacs Band Assembly (“Band Assembly”) is the duly elected governing body for the Mille Lacs Band of Ojibwe, a federally recognized Indian tribe (the “Band”); and
- WHEREAS, according to 3 MLBSA § 2(d), the Band Assembly is empowered to adopt resolutions; and
- WHEREAS, it is a priority of the Band Assembly to provide for the financial welfare of the Band and its members; and
- WHEREAS, in furtherance of that objective, the Band Assembly determined that it was and is in the best interest of the Band to make loans to Mille Lacs Corporate Ventures (“MLCV”) and its operating affiliates, 11 East Kellogg Boulevard, LLC (“11 East Kellogg”) and 411 Minnesota Street, LLC (“411 Minnesota”) from funds borrowed from Bank of America, N.A. in the original aggregate amount of \$48,000,000 (the “BOA Funding Loan”), to fund the acquisition, renovation and operation of two hotel properties in the City of St. Paul for purpose of economic diversification and business development; and
- WHEREAS, pursuant to its authority under Article VI, Section 1(c) of the Revised Constitution and Bylaws of the Minnesota Chippewa Tribe, and Title 3, Section 2 of the Band’s Statutes Annotated, the Band Assembly is authorized, on behalf of the Band, to enter into and approve agreements, manage Band assets, and engage in business transactions to further the economic well-being of the Band and its members, and Band Assembly exercised such authority to:
- A. provide a loan of \$35,700,000 to 11 East Kellogg and 411 Minnesota, MLCV’s wholly owned subsidiaries, with whom MLCV joined as co-maker, to fund the acquisition and improvement of certain hotel properties in the City of St. Paul (the “Original Loan”), pursuant to a Loan Agreement (“Original Loan Agreement”), Promissory Note (“Original Note”), Mortgage (the “Original Mortgage”) and Security Agreement (“Original Security Agreement”), each dated as of March 7, 2013 (collectively the “Original Loan Documents”);

**DISTRICT I**

43408 Oodena Drive • Onamia, MN 56359  
(320) 532-4181 • Fax (320) 532-4209

**DISTRICT II**

36666 State Highway 65 • McGregor, MN 55760  
(218) 768-3311 • Fax (218) 768-3903

**DISTRICT IIA**

2605 Chiminising Drive • Isle, MN 56342  
(320) 676-1102 • Fax (320) 676-3432

**DISTRICT III**

45749 Grace Lake Road • Sandstone, MN 55072  
(320) 384-6240 • Fax (320) 384-6190

**URBAN OFFICE**

1404 E. Franklin Avenue • Minneapolis, MN 55404  
(612) 872-1424 • Fax (612) 872-1257

- B. provide additional loan funding of \$4,300,000 to 11 East Kellogg, 411 Minnesota and MLCV to fund additional improvements to the hotels (the "Supplementary Loan") pursuant to a Supplement to Loan Agreement ("Supplementary Agreement") and Supplementary Promissory Note ("Supplementary Note") each dated as of March 11, 2014 (together the "Supplementary Loan Documents");
- C. provide a further loan of \$8,000,000 to 11 East Kellogg and MLCV to fund further improvements to 11 East Kellogg's property (the "Supplemental Loan"), pursuant to a Loan Agreement ("Supplemental Agreement"), Promissory Note ("Supplemental Note"), Mortgage (the "Supplemental Mortgage") and Security Agreement ("Supplemental Security Agreement") each dated as of March 11, 2015 (collectively the "Supplemental Loan Documents" and, with the Original Loan Documents and Supplementary Loan Documents, the "St. Paul Hotel Loan Documents"); and

WHEREAS, pursuant to the St. Paul Hotel Loan Documents, 11 East Kellogg, 411 Minnesota and MLCV are jointly and severally required to pay debt service on the BOA Funding Loan, as due; and

WHEREAS, to give the Band and MLCV additional time to consider the continuation or modification of the terms of this financing arrangement, by Maturity Extension Agreement dated as of March 6, 2018, the Parties agreed to extend the maturity of the Original Loan, Supplementary Loan and Supplemental Loan (collectively the "St. Paul Hotel Loans") from March 6, 2018 to June 6, 2018;

WHEREAS, after further consideration, the parties determined to extend the maturity of the St. Paul Hotel Loans to June 30, 2021 and the Band extended the BOA Funding Loan's maturity to such date by Third Amendment to Business Loan Agreement dated June 5, 2018 with Bank of America;

WHEREAS, to provide sufficient time to amend the St. Paul Hotel Loan Documents to appropriately implement and reflect the extension of the maturity dates of the respective St. Paul Hotel Loans, the parties to the St. Paul Hotel Loans entered into a Second Maturity Extension Agreement dated as of June 6, 2018 to temporarily extend the maturity date of the St. Paul Hotel Loans to June 29, 2018; and

WHEREAS, the parties to the St. Paul Hotel Loans now wish to reaffirm, amend, and further extend the St. Paul Hotel Loans substantially on the terms and conditions stated in the St. Paul Hotel Loan Documents, as amended by the Loan Extension Agreements, as defined below.

NOW, THEREFORE, BE IT RESOLVED, that the Band Assembly approves the:

- a) Loan Extension Agreement (Original and Supplementary Loans), with Exhibit Documents, by and among MLCV and 11 East Kellogg, 411 Minnesota and the Band; and
- b) Loan Extension Agreement (Supplemental Loan), with Exhibit Documents, by and among MLCV, 11 East Kellogg and the Band;

Substantially as presented to Band Assembly (collectively the "Loan Extension Agreements"); and

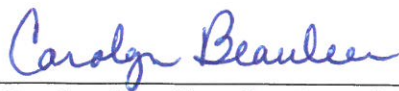
BE IT FURTHER RESOLVED, that the Chief Executive, on behalf of the Band, is hereby authorized to execute, deliver and cause the performance of the Loan Extension Agreements, and any additional documents related thereto that the Commissioner of Finance may determine are required to reaffirm, amend and extend the maturity of the St. Paul Hotel Loans and St. Paul Hotel Loan Documents; and

BE IT FURTHER RESOLVED, that the Commissioner of Finance and appropriate personnel, agents and legal counsel of the Band are authorized and directed to continue to administer the St. Paul Hotel Loans in accordance with the terms and conditions stated in the St. Paul Hotel Loan Documents, as amended and extended by the Loan Extension Agreements; and

BE IT FURTHER AND FINALLY RESOLVED, that all acts and things heretofore done and performed, in the name of the Band, in connection with the foregoing resolutions, are hereby ratified and approved.

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 28<sup>th</sup> day of June, 2018 at Hinckley, 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.

  
Carolyn Beaulieu, Speaker of Assembly

**OFFICIAL SEAL OF THE BAND**