

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

**February 13, 2024**

**3:00 P.M.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. RESOLUTIONS: Authorization and Waiver of Immunity – Third Amended and Restated Online Gaming and Sportsbetting Agreement – American Wagering, Inc.
- IV. NEW BUSINESS
- V. ADJOURN TO EXECUTIVE SESSION
- VI. RECONVENE AND REAFFIRM
- VII. ADJOURN

**RESOLUTION NO: \_\_\_\_\_**

**AUTHORIZATION & WAIVER OF SOVEREIGN IMMUNITY AND  
CONSENT TO WAIVER OF TRIBAL COURT JURISDICTION  
FOR  
THIRD AMENDED AND RESTATED ONLINE GAMING AND  
SPORTSBETTING AGREEMENT  
&  
ASSIGNMENT AND CONSENT AGREEMENT  
WITH  
AMERICAN WAGERING, INC.**

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 is a federally recognized Indian Tribal Government organized under the provisions of the Indian Reorganization Act of 1934 ("Tribe").

1.2 The Tribe holds an Internet Gaming Operators License and an Internet Gaming Sports Betting License issued by the Michigan Gaming Control Board. American Wagering, Inc. ("Contractor") provides online casino, online poker and online sports betting services and, as a result, Tribe and Contractor desire to enter into a Third Amended and Restated Online Gaming and Sports Betting Agreement ("Restated Agreement") and the Tribe, Contractor, Sault Tribe, Inc. Kewadin Gaming Authority and WSI US, LLC desire to enter into an Assignment and Consent Agreement ("Consent Agreement").

1.3 A condition to the Tribe executing the Restated Agreement and Consent Agreement is adoption of this waiver.

1.4 In order to authorize Tribe staff to enter into the Restated Agreement and Consent Agreement, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim tribal immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and Contractor that might arise from, or relate to, in any respect, the Restated Agreement and Consent Agreement. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."

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

2.1 The Tribe hereby irrevocably and unconditionally:

(a) waives, and agrees not to assert, its sovereign immunity (and/or any sovereign immunity enjoyed by any of its affiliates) from suit, action, proceeding and/or legal process of any type whatsoever between the Tribe and the Contractor (or their successors and assigns as permitted under the Restated Agreement and Consent Agreement ) arising out of the Restated Agreement and Consent Agreement , including enforcing the Restated Agreement and Consent Agreement , seeking equitable or injunctive relief or specific performance authorized hereunder or enforcing any arbitration or court award in connection therewith;

(b) agrees it waives any application of the doctrine of exhaustion of tribal remedies, abstention or any similar rule of comity with respect to it or the Tribe, or any tribal courts and agrees that it will not assert (i) that any such suit, action, proceeding and/or legal process is subject to the application of laws of the Tribe or any governmental or instrumentality of the Tribe, (ii) that either the Tribe or the Contractor is required to follow tribal court procedure or (iii) waives; and

(c) agrees to be bound by any final judgment (after any and all appeals) of the United States District Court for the Western District of Michigan and any Michigan state court located in Michigan award entered consistent with the terms of the Restated Agreement and Consent Agreement.

This waiver:

i) shall terminate three (3) years following the termination or expiration of the Restated Agreement and Consent Agreement; provided, any suit, action, proceeding and/or legal process whatsoever between the Tribe and the Contractor (or their successors and assigns as permitted under the Restated Agreement and Consent Agreement) arising out of the Restated Agreement and Consent Agreement commenced prior to such expiration date will remain subject to this resolution and waiver until finally resolved;

ii) is granted solely to Contractor (or their successors and assigns as permitted under the Restated Agreement and Consent Agreement) and not to any other individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or governmental entity;

iii) shall extend to inter alia, to 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 Contractor 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 Restated Agreement and Consent Agreement;

iv) shall be limited to Tribe assets; and

v) shall be enforceable only in United States District Court for the Western District of Michigan and any Michigan state court located in Michigan.

#### Section 4 WAIVER OF TRIBAL COURT JURISDICTION

4.1 The Board of Directors waives the jurisdiction of the Tribal Court over any action arising under the.

#### Section 5. AUTHORIZATION

5.1 The Chairman or his designee is authorized to execute the Restated Agreement and Consent Agreement and other documents necessary to effectuate the forgoing,

#### Section 6. COMPLIANCE WITH TRIBAL LAW

6.1 This resolution is in compliance with Tribal Code Chapter 44: Waivers of Tribal Immunities and Jurisdiction in Commercial Transactions.

### CERTIFICATION

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 \_\_\_\_\_ 2024; 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**

**February 13, 2024**

**Sponsor's List**

## **RESOLUTIONS:**

Authorization & Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction for Third Amended and Restated Online Gaming and Sportsbetting Agreement & Assignment and Consent Agreement with American Wagering, Inc. – Aaron Schlehuber

# ***MEMORANDUM***

**TO: Board of Directors**  
**FROM: Lona Stewart, Board Administrator**  
**DATE: February 8, 2024**  
**RE: Workshop Agenda for February 13, 2024**

## **AGENDA** **Closed Session**

**10:00**

**Kewadin Gaming Authority Meeting**

10:30

Budgets

10:45

Health Report

11:00

Membership Liaison Follow-Up

11:30

Executive Reports – EDC/Casinos

**12:00 – 1:00**

**Lunch Break**

1:00

Executive Reports Continued - CLOSED

1:30

Adult Foster Care Services – Requested by Director McRorie

2:00

Partial Waiver Hearing

2:30

Agenda Review

3:00

**Board of Directors SPECIAL Meeting**