

ROLL CALL MATRIX

Meeting Date: 10-22-13

P	A	Res. Number	2013	224	225	226	227	228	229	230	231
		Unanimous	U			U	U			U	U
X		Cathy Abramson	1	Y				Y	1Y		
X		Deb Pine		Y				Y	Y		
X		Dennis McKelvie	2	1Y				1Y	Y		
X		DJ Malloy		Y	2	1		Y	2Y		
X		Jennifer McLeod		Y				2Y	Y		
X		Lana Causley							Y		
X		Catherine Hollowell		N				Y	Y	2	1
X		Bridgett Sorenson		Y	1			Y	Y		
X		Keith Massaway		2Y				Y	Y		2
X		Denise Chase		N				Y	Y		
X		Darcy Morrow		N		2		Y	Y		
X		Joan Anderson		N				Y	Y	1	
X		Aaron Payment									

- 1 = Made Motion
- Y = Voted Yes
- A = Abstained
- S = Sponsored by Board Member
- 2 = Second/Support Motion
- N = Voted No
- U = Unanimous
- ---- = Out of the room at the time of the vote

ROLL CALL MATRIX

Meeting Date: 10-22-13

P	A	Res. Number								
		2013	232	233	234	235	236			
		Unanimous	U	U	U	U	U			
X		Cathy Abramson	2		1	1				
X		Deb Pine								
X		Dennis McKelvie								
X		DJ Malloy	1	1			2			
X		Jennifer McLeod			2	2				
	X	Lana Causley								
X		Catherine Hollowell								
X		Bridgett Sorenson								
X		Keith Massaway								
X		Denise Chase								
X		Darcy Morrow		2			1			
X		Joan Anderson								
		Aaron Payment								

- 1 = Made Motion
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- 2 = Second/Support Motion
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- ---- = Out of the room at the time of the vote



RESOLUTION NO: 2013-224

**PARTIAL WAIVER OF CONVICTIONS FOR
MR. DILLON AIKENS**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

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WHEREAS, the Board of Directors has enacted Tribal Code Chapter 76: Partial Waiver of Conviction for Gaming License Purpose that allows for a partial waiver of conviction be issued to tribal members who have been convicted of a crime and would be denied a license for employment in a gaming operation pursuant to Chapter 42; and

WHEREAS, Mr. Dillon Aikens, a tribal member who was convicted of:

1. Misdemeanor Disorderly Person - Drunk - 7/2013

WHEREAS, Mr. Dillon Aikens, would be denied a license for employment as a key employee or primary management official because of the criminal conviction; and

WHEREAS, the Board of Directors has determined that Mr. Dillon Aikens is not likely to engage in any offensive or criminal course of conduct and the public good does not require that he be denied a license as a key employee or primary management official.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, pursuant to Tribal Code Chapter 76 grants a partial waiver to Mr. Dillon Aikens for the convictions of:

1. Misdemeanor Disorderly Person - Drunk - 7/2013

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 0 members against, 1 members abstaining, and that said resolution has not been rescinded or amended in any way.

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

Cathy Abramson
Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2013-225

AMENDING TRIBAL CODE
CHAPTER 71: CRIMINAL OFFENSES

WHEREAS, Tribal Code 71.1504 currently states the following:

71.1504 Under Age Possession of Liquor by a Minor.

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(1) Offense. A person under the age of twenty-one (21) years commits the offense of under age possession of liquor, if he buys, receives, possesses or consumes, or attempts to buy, receive or possess any beer, wine or intoxicating liquor.

(2) A person convicted of under age possession of liquor may be confined in an appropriate facility for a period not to exceed one (1) month, or to pay a fine in an amount not to exceed Two Hundred Fifty Dollars (\$250.00), or both.

(3) For the purposes of this section, the terms "beer," and "wine," and "intoxicating liquor" shall have the meaning as defined in Tribal Code Chapter 41: Liquor Control Ordinance, and particularly 41.202(1), (13) and (7), respectively.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby amends Tribal Code, Chapter 71.1504 to read as follows:

71.1504 Underage Possession of Liquor by a Minor.

(1) Offense. A person under the age of twenty-one years-old commits the offense of Underage Possession of Liquor by a Minor if he or she:

- (a) buys, receives, possesses, consumes any beer, wine or intoxicating liquor;
- (b) attempts to buy, receive, possess or consume any beer, wine or intoxicating liquor; or
- (c) has any bodily alcohol content.

(2) It is not a violation of this section for a person to possess beer, wine or intoxicating liquor during the course of his or her employment.

(3) Affirmative Defense. It shall be an affirmative defense to the charge of Underage Possession of Liquor by a Minor that the alcohol was consumed in a jurisdiction where it was legal for a person of the person's age to consume alcohol.

(4) Upon conviction for a first violation of underage possession of liquor by a minor, a person may be confined in an appropriate facility for a period not to exceed one month, or to pay a fine in an amount not to exceed One-Hundred Dollars; or both.

(a) Upon conviction for a first violation of underage possession of liquor by a minor, the defendant must complete a substance abuse assessment. The defendant is responsible for ensuring that the results of the substance abuse assessment are delivered to the Court before sentencing.

(5) Upon conviction for a second violation of underage possession of liquor by a minor, a person may be confined in an appropriate facility for a period not to exceed three months, or to pay a fine in an amount not to exceed Two-Hundred Dollars, or both.

(6) Upon conviction for a third violation of underage possession of liquor by a minor, a person may be confined in an appropriate facility for a period not to exceed six months, or to pay a fine in an amount not to exceed Three-Hundred Dollars, or both.

(7) Deferral or Delay of Sentence. If a person has no prior convictions, or juvenile adjudications, for possession of alcohol by a minor, or any law of another jurisdiction which is similar in scope and penalty, and the person either pleads guilty to a criminal complaint or admits the allegations of a juvenile petition, the Court may, without entering a judgment, place the person on probation. If the person violates any of the terms or conditions of probation, the Court may enter an order of conviction. If the person completes all the terms of his or her probation the Court shall release him or her and dismiss the proceedings; however,

(a) A non-public record of the plea will be kept at the Court.

(b) The record of the plea shall be made available to the Court, Sault Tribe Law Enforcement, and the Sault Tribe Prosecutor upon request.

(c) If a person violates 71.1504 subsequent to entering a plea under a deferral or a delay of sentence, the plea that was deferred or delayed may be considered as a prior conviction for the purposes of sentencing.

(d) Only one deferral may be granted under this section.

(8) For the purposes of this section, the terms "beer," and "wine," and "intoxicating liquor" shall have the meaning as defined in Tribal Code Chapter 41: Liquor Control Ordinance, and particularly 41.202(1), (13) and (7), respectively.


(9) "Any bodily alcohol content" means either of the following:

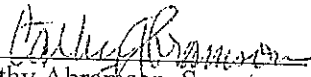
(a) An alcohol content of 0.02 grams or more per 100 milliliters of blood, per 210 liters of breath, or per 67 milliliters of urine.

(b) Any presence of alcohol within a person's body resulting from the consumption of alcoholic liquor, other than consumption of alcoholic liquor as a part of a generally recognized religious service or ceremony.

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October, 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 7 members for, 4 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


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


Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



INTEGRATED SOLID WASTE MANAGEMENT PLAN

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

WHEREAS, the Tribe takes its responsibility to protect Mother Earth very seriously; and

WHEREAS, Tribal Resolution 2008-203 directed the executive staff to develop a mandatory overall Tribal recycling plan; and

WHEREAS, Tribal Resolution 2009-15 authorized the Sault Tribe Environmental Program to request funds from the Indian Health Service to develop an Integrated Solid Waste Management Plan for future Board review and consideration; and

WHEREAS, the Tribal Environment Program, in consultation with Housing, Purchasing, and other Tribal departments, has drafted an Integrated Solid Waste Management Plan, which has been reviewed and found complete and acceptable by Indian Health Service and EPA; and

WHEREAS, this Integrated Solid Waste Management Plan has been presented and explained to the Tribal Board of Directors.

THEREFORE, BE IT RESOLVED, that the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the Integrated Solid Waste Management Plan and further directs the Environment Program to seek out resources required to implement the Plan.

BE IT FURTHER RESOLVED, that the Chairperson of the Tribe, or his designee, is authorized to endorse the Plan as presented, indicating Board approval.

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

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

Cathy Abramson
Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
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RESOLUTION NO: 2013-227

**SAULT TRIBE HEALTH SURVEY
SAULT TRIBE COMMUNITY TRANSFORMATION GRANT PROJECT
CENTERS FOR DISEASE CONTROL AND PREVENTION**

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


WHEREAS, the Sault Ste. Marie Tribe has affirmed the commitment to eliminate health disparities and promote the health of Tribal members, and

WHEREAS, the U. S. Department of Health and Human Services, Centers for Disease Control and Prevention requires evaluation of the Tribe's Community Transformation Grant (CTG) project to support intervention efforts and demonstrate outcomes.

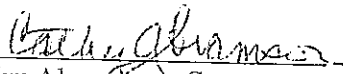
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the Health Division's Community Health Program to present the Sault Tribe Health Survey aggregate results and key findings with the Centers for Disease Control and Prevention Division of Community Health and to use this data in public health publications and educational materials related to the success of our CTG program.

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



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



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2013-228
AMENDING RESOLUTION 2013-99 AND
AMENDING RESOLUTION 2013-91
**LIMITED WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO
WAIVER OF TRIBAL COURT JURISDICTION
CREDIT AGREEMENT WITH PNC BANK, NATIONAL ASSOCIATION
AUTHORIZATION TO ENTER INTO AGREEMENTS**

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

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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 currently has a "Letter of Credit" in the amount of \$2,102,049.00 with PNC Bank, N.A. ("Bank") to satisfy the security requirement of the Michigan Employment Security Act for the Sault Tribe Self-funded Unemployment Program. Collateral for this Letter of Credit is currently the full faith and credit of the Tribe, a Pledge Agreement containing a minimum amount of \$500,000.00, a first real estate mortgage on 531 Ashmun Avenue, Sault Ste. Marie, Michigan, and a first real estate mortgage on 1131 North State Street, St. Ignace, Michigan.

1.3 The Tribe wishes to amend this Letter of Credit:

(i) to confirm that the amount of the Letter of Credit available on the date of this Amendment, to be drawn is \$2,102,049.00 (the "Available Amount");

(ii) to provide that payment of the Liabilities (as defined in the Reimbursement Agreement) and all indebtedness and liabilities of the Tribe owed to the Bank, whether now existing or later arising and however evidenced are secured by:

(a) a first real estate mortgage, including assignment of rents and security interest on the Tribe's real property and fixtures and improvements located thereon, commonly known as 531 Ashmun Avenue, Sault Ste. Marie, Michigan 49783, which real estate mortgage from the Tribe to the Bank is dated July 23, 2010, and was recorded in Chippewa County, Michigan Records, on August 19, 2010, in Liber 1093, Page 909 (the "531 Ashmun Mortgage"); and

(b) a Pledge Agreement dated as of even date herewith from the Obligor to the Bank granting the Bank a first lien and security interest in the Tribe's Custodian Account with Bank, which account at all times shall contain the minimum amount of One Million Six Hundred Thousand and 00/100ths Dollars (\$1,600,000.00) (the "Pledge Agreement"); and

(c) a Notification and Control Agreement by and among the Tribe, the Bank, and the Bank as custodian dated as of even date herewith (the "Notification and Control Agreement") with respect to an account of the Tribe (the "Investment Account").

(iii) To provide for the release of the first real estate mortgage, including assignment of rents and security interest on the Tribe's real property, fixtures, and improvements located thereon, commonly known as 1131 North State Street, St. Ignace, Michigan 49781, which real estate mortgage from the Tribe to the Bank is dated September 1, 2009, and was recorded in Mackinac County, Michigan Records, on November 17, 2009, in Liber 697, Page 209 (the "1131 North State Mortgage").

(iv) Effective on the date of the Amendment to Reimbursement and Security Agreement for the Letter of Credit, the applicable Letter of Credit commission is reduced from three percent (3%) to two percent (2%) per annum.

1.4 Bank will not consent to such amendment without a limited waiver of sovereign immunity or waiver of Tribal Court jurisdiction.

1.5 In order to induce the Bank to enter into the Amended Letter of Credit, 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 the Bank that might arise from, or relate to, in any respect, the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."

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

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

2.1 The Tribe hereby waives its sovereign immunity from suit in favor of Bank only should an action be commenced under the Bank contract referenced above.

This waiver:

(i) shall terminate upon performance by the Tribe of all of its obligations under the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement or any subsequent extensions of the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement;

(ii) is granted solely to the Bank;

(iii) 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 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, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement;

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

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, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement.

Section 4 AUTHORIZATION

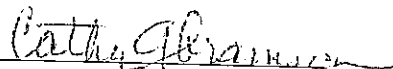
4.1 The Board of Directors of the Tribe hereby authorizes the Chairperson, the Treasurer, the Chief Financial Officer of the Tribe, and each of their designees, to each act to execute the necessary documents to effectuate this transaction, including, but not limited to the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, the Notification and Control Agreement.

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



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



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2013-230

APPROVING MARQUETTE SUB-LEASE

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians has committed to support and run a Tribal Community Health Program site in Marquette, Michigan; and

WHEREAS, the attached sub-lease between the Tribe, as Lessee and the Medical Care Access Coalition (MCAC), will permit the Tribe to utilize clinical services space one day/week with in the Upper Peninsula Medical Center building located at 1414 West Fair Avenue, Marquette, Michigan; and

WHEREAS, it is the intent of the Tribe that the following services will be offered in the Marquette property:

- * Community Health Nursing/Community Health Technician services
- * Medication delivery and pick-up services
- * And other available health promotion/disease prevention services

WHEREAS, upon execution of the sublease, the rent on the space will be \$357.32/month due now and \$357.32 / month due thereafter by the first of each month for the term of the lease; and

WHEREAS, this cost will be pro-rated and absorbed in the Munising Tribal Health Center (cc 4378) 2014 Budgets; and

WHEREAS, this sub-lease shall, by its terms expire and be considered for renewal on July 31, 2014.

NOW, THEREFORE, BE IT RESOLVED, that the Chairperson of the Tribe is authorized and directed to execute the sub-lease for the property located at 1414 West Fair Avenue, Marquette, Michigan, in the form attached.

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

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

Cathy Abramson
Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
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Government Services

Membership Services

Economic Development Commission



RESOLUTION NO: 2013-231

**AUTHORIZATION OF RIGHT-OF-WAY
MARQUETTE COUNTY FOR SANITARY SEWER SYSTEM**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (Tribe) is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 USC 467, et. seq.; and

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WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (Tribe) holds land located in the County of Marquette; and

WHEREAS, Marquette County, a body corporate by virtue of MCL 45.3 has requested a perpetual non-exclusive easement with the right to operate, inspect, repair, maintain, replace and remove an existing 20 FOOT WIDE SANITARY SEWER EASEMENT lying 10' on each side of the following described centerline on the South ¼ corner of Section 31; thence S89°55'39"W, 393.15' along the South line of Section 31; thence N00°04'21"W, 210.81' to the West right-of-way line of Marauder Street, a point on the centerline of this easement and the Point of Beginning; thence N83°51'51"W, 96.06' along said centerline; thence N22°22'03"W, 268.59' along said centerline; thence N09°51'45"E, 46.79' along said centerline to the West line of a Certified Survey, by Glenn C. Van Neste, dated December 16, 1997, and the Point of Ending and subject to restriction, reservations, rights of way, and easements of record. Containing 0.189 Acres +/-; and a perpetual non-exclusive easement with the right to operate, inspect, repair, maintain, replace, and remove an existing water and wastewater distribution system, said easement being twenty (20) feet wide, ten (10) feet on each side of the centerline of all water and wastewater distribution pipes as and where they now exist over, across and through the land of the Grantor, situated in Marquette County, State of Michigan, and said land being described more particularly on attached Exhibit B; for the sum of \$1.00 for the purposes of a major upgrade to the sanitary sewer system at K.I. Sawyer.

WHEREAS, the improved service will provide substantial benefit to the Tribe and its members.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the granting of an easement for the upgrade to the Sanitary Sewer System at K.I. Sawyer.

***See Attachments*
Exhibit A and Exhibit B**


Res. No: 2013-231

Page 2

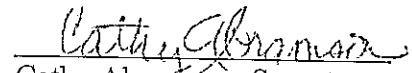
BE IT FURTHER RESOLVED, that the Board of Directors authorizes its Chairperson and Treasurer to execute a grant of easement consistent with his resolution on behalf of the Tribe.

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



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



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

(EXHIBIT B)

NORTH PARCEL LEGAL DESCRIPTION:

Part of: The Southeast 1/4 of the Southwest 1/4 of Section 31, Town 46 North, Range 24 West, West Branch Township and the Northeast 1/4 of the Northwest 1/4 of Section 6, Town 45 North, Range 24 West, Forsyth Township, Marquette County, Michigan, more particularly described as commencing at the Southwest corner of said Section 31; THENCE N89°54'49"E, 1655.82' along the line common to said Sections 31 and 6; THENCE N00°05'11"W, 128.60' to the POINT OF BEGINNING; THENCE N32°02'00"E, 445.41'; THENCE N58°47'19"E, 71.59' to the Southerly Right-of-Way (R/W) line of Explorer Street (66' R/W Nov 1997); THENCE Southeasterly, 140.38' along the arc of a 163.00' radius R/W curve to the left, delta angle of 49°20'46" and a chord bearing S65°09'38"E, 136.09' along said Explorer Street R/W line to a Point of Tangency (PT); THENCE S89°50'01"E, 150.58' along said Explorer Street R/W line to a Point of Curvature (PC); THENCE Southeasterly, 101.98' along the arc of a 187.00' radius R/W curve to the right, delta angle of 31°14'41" and a chord bearing S74°12'40"E, 100.72' along said Explorer Street R/W line to a PT; THENCE S58°35'20"E, 80.97' along said Explorer Street R/W line to a PC; THENCE Southeasterly, 55.61' along the arc of a 333.00' radius R/W curve to the left, delta angle of 09°34'03" and a chord bearing S63°22'21"E, 55.54' along said Explorer Street R/W line to a PT; THENCE S68°09'23"E, 43.59' along said Explorer Street R/W line to the Westerly R/W line of Stratofort Drive (66' R/W Nov 1997); THENCE Southwesterly, 362.41' along the arc of a 2227.00' radius R/W curve to the right, delta angle of 09°19'26" and a chord bearing S02°53'51"W, 362.01', along said Stratofort Drive R/W line to a PT; THENCE S07°33'35"W, 53.83' along said Stratofort Drive R/W line to a PC; THENCE Southwesterly, 132.82' along the arc of a 846.72' radius R/W curve to the right, delta angle of 08°59'17" and a chord bearing S12°03'13"W, 132.69' along said Stratofort Drive R/W line to a Point of Compound Curvature (PCC); THENCE Southwesterly, 491.35' along the arc of a 602.00' radius R/W curve to the right, delta angle of 46°45'51" and a chord bearing S39°55'46"W, 477.82' along said Stratofort Drive R/W line; THENCE S63°18'41"W, 102.67' along said Stratofort Drive R/W line; THENCE N27°53'18"W, 804.22' to the POINT OF BEGINNING. Parcel contains 14.16 acres and is subject to the 66' wide R/W's centered on all existing streets within this parcel that are owned in fee by the Marquette County Road Commission, leaving a net acreage of 11.89 acres.

SOUTH PARCEL LEGAL DESCRIPTION:

Part of: The Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 6, Town 45 North, Range 24 West, Forsyth Township, Marquette County, Michigan, more particularly described as commencing at the Northwest corner of said Section 6; THENCE N89°54'49"E, 1723.63' along the North line of said Section 6; THENCE S27°53'18"E, 658.84' to the Northwesterly R/W line of Stratofort Drive (66' R/W Nov 1997); THENCE S16°45'59"E, 67.00' across said Stratofort Drive to the POINT OF BEGINNING at the intersection of the Easterly R/W line of Liberator Drive (66' R/W Nov 1997) and the Southeasterly R/W line of said Stratofort Drive; THENCE N63°18'41"E, 114.22' along said Southeasterly Stratofort-Drive R/W line to a Point of Curvature (PC); THENCE Northeasterly, 382.05' along the arc of a 688.00' radius R/W curve to the left, having a delta angle of 32°46'08" and a chord bearing N46°55'20"E, 376.86' along said Southeasterly Stratofort Drive R/W line; THENCE S59°15'14"E, 299.22'; THENCE S76°55'50"E, 467.03'; THENCE S00°21'58"W, 465.96' to the Northerly R/W line of Mitchell Street (66' R/W Nov 1997); THENCE N76°09'28"W, 107.06' along said Mitchell Street R/W line to the extension of the Westerly R/W line of Starfire Street (66' R/W Nov 1997); THENCE S09°11'15"W, 261.43' along said Starfire Street R/W line to a PC; THENCE Southwesterly, 33.22' along the arc of a 20.00' radius R/W curve to the right, delta angle of 95°10'26" and a chord bearing of S56°48'27"W, 29.53' to a PT on the Northerly R/W line of Sabre Street (66' R/W Nov 1997); THENCE N75°38'20"W, 342.52' along said Sabre Street R/W line to a PC; THENCE Northwesterly, 66.94' along the arc of a 217.00' radius R/W curve to the right, delta angle of 17°40'25" and a chord bearing N66°48'08"W, 66.67' along said Sabre Street R/W line to a PT; THENCE N57°57'55"W, 573.66' along said Sabre Street R/W line to said Liberator Drive R/W line; THENCE Northwesterly, 211.62' along the arc of a 598.00' radius R/W curve to the left, delta angle of 20°16'34" and a chord bearing N06°43'28"W, 210.52' along said Liberator Drive R/W line to a PT; THENCE N16°45'59"W, 41.68' along said Liberator Drive R/W line to the POINT OF BEGINNING at said Southeasterly Stratofort Drive R/W line. Parcel contains 15.41 acres and is subject to the 66' wide R/W's centered on all existing streets within this parcel that are owned in fee by the Marquette County Road Commission, leaving a net acreage of 12.20 acres.

LEGAL DESCRIPTION FOR HOUSING SITE:

Part of: The Southwest 1/4, the South 1/2 of the Northwest 1/4, and the West 1/2 of the Southeast 1/4 of Section 31, Town 46 North, Range 24 West, West Branch Township, Marquette County, Michigan, more particularly described as commencing at the Southwest corner of said Section 31; THENCE N00°35'21"E, 761.15' along the West line of said Section 31 to the Northerly R/W line of Voodoo Avenue (66' R/W Nov 1997); THENCE N70°19'46"E, 53.52' along said Voodoo Avenue R/W line to the POINT OF BEGINNING on the Easterly R/W line of an asphalt road (66' R/W Nov 1997); THENCE continuing N70°19'46"E, 63.64' along said Voodoo Avenue R/W line to a Point of Curvature (PC); THENCE Northeasterly, 728.77' along said Voodoo Avenue R/W line on the arc of a 1633.00' radius R/W curve to the right, delta angle of 25°34'11", and a chord bearing N83°06'43"E, 722.74', to a Point of Tangency (PT); THENCE S84°06'02"E, 159.17' along said Voodoo Avenue R/W line to a PC; THENCE Northeasterly, 649.96' along said Voodoo Avenue R/W line on the arc of a 1567.00' radius R/W curve to the left, delta angle of 23°45'54", and a chord bearing N84°00'58"E, 645.31' to a PT; THENCE N72°07'56"E, 238.10' along said Voodoo Avenue R/W line to a PC; THENCE Northeasterly, 314.43' along said Voodoo Avenue R/W line on the arc of a 1414.39' radius R/W curve to the right, delta angle of 12°44'15", and a chord bearing N78°30'04"E, 313.79' to a PT; THENCE N84°52'12"E, 117.67' along said Voodoo Avenue R/W line to a PC; THENCE Southeasterly, 32.17' along said Voodoo Avenue R/W line on the arc of a 178.00' radius R/W curve to the right, delta angle of 10°21'20", and a chord bearing S89°56'58"E, 32.13' to a Point of Reverse Curvature (PRC) at the beginning of Whirlybird Circle R/W (93.40' radius Nov 1997); THENCE Northeasterly, 26.12' along said Whirlybird Circle R/W line on the arc of a 20.00' radius R/W transition curve to the left, delta angle of 74°49'37", and a chord bearing N57°48'51"E, 24.30' to a PRC; THENCE Northeasterly and Southwesterly 351.65' along said Whirlybird Circle R/W line on the arc of a 93.40' radius R/W curve to the right, delta angle of 215°43'05", and a chord bearing S51°44'22"E, 177.80' to a PRC; THENCE Southwesterly, 26.12' along said Whirlybird Circle R/W line on the arc of a 20.00' radius R/W transition curve to the left, delta angle of 74°49'37", and a chord bearing S18°42'30"W, 24.30' to a PRC on the Easterly R/W of Stratofort Drive (66' R/W Nov 1997); THENCE N79°21'41"E, 387.60' to the centerline of Fortress Street; THENCE N88°40'35"E, 163.44'; THENCE N05°44'37"W, 487.37'; THENCE N48°00'16"W, 125.91'; THENCE N32°35'27"W, 298.90'; THENCE N50°42'28"W, 319.02'; THENCE N72°31'57"W, 156.80'; THENCE N48°02'58"W, 778.51'; THENCE N76°03'01"W, 540.14'; THENCE S82°10'56"W, 169.94' to the extension of said asphalt road R/W line; THENCE S27°26'05"W, 2115.84' along said asphalt road R/W line and the extension thereof to a PC; THENCE Southwesterly, 38.90' along said asphalt road R/W line on the arc of a 87.00' radius R/W curve to the left, delta angle of 25°37'12", and a chord bearing S14°36'59"W, 38.58' to a PT; THENCE S01°48'39"W, 48.38' along said asphalt road R/W line to the POINT OF BEGINNING. Parcel contains 80.33 acres, subject to the 66' R/W's centered on all existing streets within this parcel that are owned in fee by the Marquette County Road Commission, leaving a net acreage of 67.72 acres.



RESOLUTION NO: 2013-232

**ACFS – EMERGENCY ASSISTANCE
FY 2013 BUDGET MODIFICATION**

Min Waban Dan

**Administrative
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

Phone

906.635.6050

Fax

906.635.4969

**Government
Services**

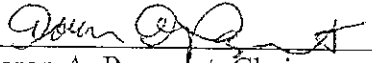
**Membership
Services**

**Economic
Development
Commission**

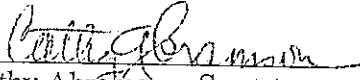
BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2013 budget modification to Emergency Assistance for an increase in Other Revenue of \$9,998.54. This budget modification reflects 9 months of actual expenditures, and 3 months of projected expenditures.

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



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



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2013-233

**LAW ENFORCEMENT – ADAM WALSH SORNA GRANT
FY 2014 ESTABLISHMENT OF A BUDGET**

Min Waban Dan

**Administrative
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

Phone

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**Government
Services**


**Membership
Services**

**Economic
Development
Commission**

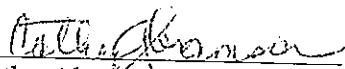
BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the establishment of a FY 2014 budget for the Adam Walsh Implementation Grant with Federal Department of Justice monies of \$62,154.34. No Effect on Tribal Support.

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



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



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2013-234

**CULTURAL – ADMINISTRATION FOR NATIVE AMERICANS GRANT
FY 2014 ESTABLISHMENT OF A BUDGET**

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**

**Economic
Development
Commission**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the establishment of a FY 2014 budget for the Administration for Native Americans grant with Federal Department of Health and Human Services monies of \$77,070.95.

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

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

Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2013-235

**APPROVING 2013 EMPLOYEE HEALTH PLAN
PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION**

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**

**Economic
Development
Commission**

WHEREAS, this Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians has adopted the Sault St. Marie Tribe of Chippewa Indians Employee Benefit Plan as Amended and Restated Effective January 1, 2012 (The Plan); and

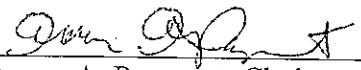
WHEREAS, this Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians has reserved the right to amend the Plan at anytime; and

WHEREAS, this Board of Directors wishes to memorialize at this time the changes to the Plan which were implemented effective January 1, 2013, thereby continuing to ensure the current level of benefits for Plan participants.

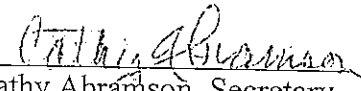
NOW, THEREFORE, BE IT RESOLVED, that the Plan and Summary Plan Description are hereby amended retroactive to January 1, 2013, as attached.

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



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



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

PLAN DOCUMENT
EFFECTIVE JANUARY 1, 2013

The section on page 15 titled **Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance** is deleted and replaced with the following:

FOR TRIBAL EMPLOYEES
Deductibles, Out-of-Pocket Maximum, and Co-Insurance

Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance		
Description	In-Network	Out-of-Network
Deductible Note, one Deductible applies for In and Out-of-Network charges		
Individual	\$100	\$100
Family	\$200	\$200
Out-of-Pocket Maximum		
Individual	\$1,000	\$1,000
Family (excludes deductibles)	\$1,000	\$1,000
Lifetime Maximum	Unlimited	Unlimited
Coinsurance (after deductible has been met)	Noted next to Benefit	You pay 15% sanction, unless otherwise noted. Note: Services without a network are covered at the in-network level, subject to the co-insurance.

Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance

Description	In-Network	Out-of-Network
Contraceptives		
All FDA approved -- Devices, Diaphragms, Implants, Injections, IUD's (including patient education and counseling)	100% (no deductible or co-pay)	Not Covered
PREVENTIVE CARE		
Health maintenance exam, one per member per calendar year; includes chest X-rays, EKG, cholesterol screening and other lab procedures performed as part of the physical exam. Follows USPSTF Guidelines;	100% (no deductible or co-pay)	Not Covered
Well Baby and Child Care 6 visits, birth through 12 months; 6 visits, 13 months through 23 months; 2 visits, 24 months to 35 months; 2 visits, 36 months through 47 months; visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	100% (no deductible or co-pay)	Not Covered
Annual Gynecological Exam -- one per member per calendar year	\$100% (no deductible or co-pay)	Not Covered
Routine Mammogram and related reading -- one per member per calendar year	100% (no deductible or co-pay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to deductible	60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider
Pap Smear Screening -- one per member per calendar year; laboratory and pathology services	100% (no deductible or co-pay)	Not Covered
Fecal occult blood screening -- one per member per calendar year	100% (no deductible or co-pay)	Not Covered
Flexible sigmoidoscopy exam -- one per member per calendar year	100% (no deductible or co-pay)	Not Covered
Colonoscopy -- one per member per calendar year	100% for routine colonoscopy (no deductible or co-pay) Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to deductible	60% after out-of-network deductible

Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance

Description	In-Network	Out-of-Network
Preventive		
Prostate Specific Antigen (PSA) Screening – one per member per calendar year	100% (no deductible or co-pay)	Not Covered
Adult and childhood preventive services and immunizations as recommended by USPSTF and recognized by the Plan. For additional information including any limitations please go to the website www.uspreventiveservicestaskforce.org .	100% (no deductible or co-pay)	Not Covered
Woman's Preventive Care		
Well woman visits	100% (no deductible or co-pay)	Not Covered
Screening for gestational diabetes	100% (no deductible or co-pay)	Not Covered
Human papillomavirus	100% (no deductible or co-pay)	Not Covered
Counseling for sexually transmitted infections	100% (no deductible or co-pay)	Not Covered
Counseling and screening for human immune deficiency virus	100% (no deductible or co-pay)	Not Covered
Breastfeeding support, supplies and counseling	100% (no deductible or co-pay)	Not Covered
Screening and counseling for interpersonal and domestic violence	100% (no deductible or co-pay)	Not Covered
PHYSICIAN SERVICES		
Physician Office Visit – Primary Care Physician	80% after deductible	65% after deductible
Physician Office Visit – Specialist	80% after deductible	65% after deductible
Initial visit to determine pregnancy	100% (no deductible or co-pay)	65% after deductible
Pre-surgical Consultations	80% after deductible	65% after deductible
EMERGENCY CARE		
Emergency Room (Non-emergency use of an emergency room is not covered)	100% after deductible after \$50 co-pay	100% after deductible after \$50 co-pay
Urgent Care Facility	80% after deductible	65% after deductible
Ambulance -- medically necessary transport	80% after deductible	80% after deductible

Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance

Description	In-Network	Out-of-Network
OUTPATIENT DIAGNOSTIC SERVICES		
MRI, MRA, PET and CAT Scans and Nuclear Medicine	100% after deductible	85% after deductible
Other Diagnostic Tests, X-rays, Laboratory & Pathology	100% after deductible	85% after deductible
Radiation Therapy	100% after deductible	85% after deductible
MATERNITY SERVICES – PHYSICIAN (includes dependent children)		
Pre-Natal and Post-Natal Care	100%	85% after deductible
Delivery and Nursery Care	100%	85% after deductible
HOSPITAL CARE		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	100%	85% after deductible
Inpatient Medical Care and Consultations	100%	85% after deductible
Chemotherapy	100%	85% after deductible
ALTERNATIVES TO HOSPITAL CARE – Medically Necessary		
Skilled Nursing Facility	100% (unlimited days)	85% after deductible (unlimited days)
Hospice Care	100% (unlimited days)	85% after deductible (unlimited days)
Home Health Center	100% after deductible (unlimited days)	85% after deductible (unlimited days)
OUTPATIENT SURGICAL SERVICES		
Surgery – includes related surgical services	100% after deductible	85% after deductible
Voluntary Sterilization – excludes reversal sterilization	100% after deductible	85% after deductible
HUMAN ORGAN TRANSPLANTS Requires pre-certification		
Specified Human Organ Transplants – in designated facilities only, when coordinated through the designated network.	100% (no deductible or co-pay) in designated facilities only	100% (no deductible or co-pay) in designated facilities only
	\$10,000 transportation and lodging maximum applied per transplant. For non-experimental Human Organ Transplants refer to OptumHealth)	
Kidney, Cornea, Bone Marrow and Skin	100%	85% after deductible
MENTAL HEALTH CARE AND SUBSTANCE USE DISORDER TREATMENT		
Inpatient Mental Health	100%	85% after deductible
Inpatient Substance Use Disorder Treatment	100%	85% after deductible
Outpatient Mental Health	80% after deductible	65% after deductible

Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance		
Description	In-Network	Out-of-Network
Outpatient Substance Use Disorder Treatment	80% after deductible	65% after deductible
OTHER SERVICES		
Cardiac Rehabilitation	100%	85% after deductible
Allergy Testing	80% after deductible	65% after deductible
Allergy Injections	80% after deductible	65% after deductible
Chiropractic Care	80% after deductible (limited to 38 visits per calendar year)	65% after deductible (limited to 38 visits per calendar year)
Outpatient Physical, Speech and Occupational Therapy	100%	85% after deductible
Durable Medical Equipment/Medical Supplies	80% after deductible (requires prescription)	65% after deductible (requires prescription)
Breast Feeding Supplies	100% (no deductible or co-pay)	65% after deductible
Prosthetic and Orthotic Appliances	80% after deductible	65% after deductible
Private Duty Nursing	50% after deductible	35% after deductible
Acupuncture Treatment (rendered by MD or DO as part of a covered surgery)	100% after deductible	85% after deductible
Facility/Clinic Services	80% after deductible	65% after deductible
Professional Qualified ME in hospital outpatient department	100%	100%
Professional Medical Emergency in an office setting	80% after deductible	65% after deductible
Professional Accidental Injury in an office setting	80% after deductible	65% after deductible
Corrective Eye Surgery (LASIK and PRK)	Not Covered	Not Covered
Pre-surgical Consultations	80% after deductible	65% after deductible
Home/Office Consultations	80% after deductible	65% after deductible
Office Surgery (not billed in connection with office visit)	100%	85% after deductible
BARIATRIC SURGERY		
Lifetime maximum of \$35,000.00		
Admission, Surgery, TSA and Anesthesia	100% after deductible	85% after deductible
Office Visits, X-rays, Laboratory, Outpatient Facility	100% after deductible	85% after deductible

WEIGHT MANAGEMENT

Treatment for morbid obesity (gastric stapling) is covered if all of the following conditions are met: 1) patient must weigh at least 250 pounds or 100 pounds overweight. 2) patient must be between 16 and 60 years old; 3) patient must be under the documented continuous care of a nutritionist for one full year prior to approval for surgery; 4) patient must show documented continuous efforts at a local gym for one full year prior to approval for surgery; 5) patient's past medical history must reveal inability to regulate weight with conventional methods; 6) evaluation performed by attending physician or consultant needed to establish patient's emotional stability; 7) additional documentation detailing evaluation must accompany claim. There is a lifetime maximum of \$35,000.00 for all expenses (and subsequent expenses) relating to

procedures for the management of morbid obesity. There is also a limit of one surgical procedure per lifetime; services shall be rendered in a hospital or a bariatric treatment center.

NOT COVERED

Exercise equipment, health club memberships, or special meals required by weight reduction, or special parking permits. Vitamins or supplements required by weight reduction program.

EFFECTIVE JANUARY 1, 2013

The section titled **GENERAL CONTACT INFORMATION** is deleted as follows:

Caremark (Prescription Drug Benefits ONLY): (866) 644-7527

- Available 24 hours

Caremark Website: www.caremark.com

And replaced with the following:

4DPharmacy (Prescription Drug Benefits ONLY): (866) 274-0089

- Available 24 hours

4DPharmacy Website: www.4dPharmacy.com

The section titled **7.4 Participating Retail Pharmacy** (page 41) is deleted and replaced with the following:

Pharmacies that participate in the network have specific agreements with the Third-Party Administrator to provide prescriptions at specific discounted rates. The amount of your coinsurance is calculated based on this reduced negotiated cost instead of the normal retail cost.

The retail pharmacy network includes many large chains as well as some local pharmacies. A complete list of the participating pharmacies in the network or the location of the network pharmacy near your home can be found through the website www.4dpharmacy.com or by calling the customer service number on your identification card.

You can use a participating retail pharmacy to fill up to a 34-day supply of a prescription drug. All you need to do now is show your medical identification card and pay your coinsurance based on chart under section titled **7.1 Prescription Drug Benefits at a Glance** (page 40). The remaining cost is covered by the Plan.

If you are taking the medication for an extended period of time, you can save money by filling your prescription through the mail order pharmacy.

The section titled **7.5 Mail Order Pharmacy** (page 41) is deleted and replaced with the following:

If you take birth control pills or "maintenance medications" to treat chronic or long-term conditions such as allergies, arthritis, diabetes, high blood pressure and heart conditions, you can order up to a 90-day supply through the mail order pharmacy. All you pay is the required coinsurance for each prescription, 20% for a generic drug, or 25% for a brand name drug. If a generic drug is available, but you opt for a brand name drug instead of the generic version, then you will also be responsible for the difference in price between the two medications plus your coinsurance.

If you need to begin taking a prescription right away, ask your physician to write two prescriptions, one

for a 34-day supply and the other for a 90-day supply. Take the 34-day supply prescription to your local participating retail pharmacy and order the 90-day supply through the mail order pharmacy or at the Sault Tribal Health Center Pharmacies.

You can obtain a mail order request form by accessing www.4dpharmacy.com or by calling the number indicated on your identification card. Your prescription will be sent to you within approximately 10 days. After you order your initial prescription, you can order refills via telephone, mail or website.

The section titled **17.3 Prescription Drug Claims** (page 72) is deleted and replaced with the following:

All claims for prescription drug benefits must be sent to the Plan's prescription drug Benefit manager, 4dPharmacy at the following address:

2520 Industrial Row Drive
Troy, Michigan 48084

The section titled **21. Definitions** under **Non-Preferred Brand Name Drug** (page 90) and **Preferred Brand-Name Drug** (page 93) is deleted and replaced with the following:

Non-Preferred Drugs means a Brand-Name Drug not appearing on the 4dPharmacy list of "preferred drugs".

Preferred Brand Drug means a Brand-Name Drug which 4dPharmacy has selected for its list of "preferred drugs".

SUMMARY PLAN DESCRIPTION
EFFECTIVE JANUARY 1, 2013

The section on page 15 titled **Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance** is deleted and replaced with the following:

FOR TRIBAL EMPLOYEES
Deductibles, Out-of-Pocket Maximum, and Co-Insurance

Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance		
Description	In-Network	Out-of-Network
Deductible Note, one Deductible applies for In and Out-of-Network charges		
Individual	\$100	\$100
Family	\$200	\$200
Out-of-Pocket Maximum		
Individual	\$1,000	\$1,000
Family (excludes deductibles)	\$1,000	\$1,000
Lifetime Maximum	Unlimited	Unlimited
Coinsurance (after deductible has been met)	Noted next to Benefit	You pay 15% sanction, unless otherwise noted. Note: Services without a network are covered at the in-network level, subject to the co-insurance.
Contraceptives		
All FDA approved – Devices, Diaphragms, Implants, Injections, IUD's (including patient education and counseling)	100% (no deductible or co-pay)	Not Covered

Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance

Description	In-Network	Out-of-Network
PREVENTIVE CARE		
Health maintenance exam, one per member per calendar year; includes chest X-rays, EKG, cholesterol screening and other lab procedures performed as part of the physical exam. Follows USPSTF Guidelines;	100% (no deductible or co-pay)	Not Covered
Well Baby and Child Care 6 visits, birth through 12 months; 6 visits, 13 months through 23 months; 2 visits, 24 months to 35 months; 2 visits, 36 months through 47 months; visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	100% (no deductible or co-pay)	Not Covered
Annual Gynecological Exam – one per member per calendar year	\$100% (no deductible or co-pay)	Not Covered
Routine Mammogram and related reading – one per member per calendar year	100% (no deductible or co-pay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to deductible	60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider
Pap Smear Screening – one per member per calendar year; laboratory and pathology services	100% (no deductible or co-pay)	Not Covered
Fecal occult blood screening – one per member per calendar year	100% (no deductible or co-pay)	Not Covered
Flexible sigmoidoscopy exam – one per member per calendar year	100% (no deductible or co-pay)	Not Covered
Colonoscopy – one per member per calendar year	100% for routine colonoscopy(no deductible or co-pay) Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to deductible	60% after out-of-network deductible

Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance

Description	In-Network	Out-of-Network
Preventive		
Prostate Specific Antigen (PSA) Screening – one per member per calendar year	100% (no deductible or co-pay)	Not Covered
Adult and childhood preventive services and immunizations as recommended by USPSTF and recognized by the Plan. For additional information including any limitations please go to the website www.uspreventiveservicestaskforce.org .	100% (no deductible or co-pay)	Not Covered
Woman's Preventive Care		
Well woman visits	100% (no deductible or co-pay)	Not Covered
Screening for gestational diabetes	100% (no deductible or co-pay)	Not Covered
Human papillomavirus	100% (no deductible or co-pay)	Not Covered
Counseling for sexually transmitted infections	100% (no deductible or co-pay)	Not Covered
Counseling and screening for human immune deficiency virus	100% (no deductible or co-pay)	Not Covered
Breastfeeding support, supplies and counseling	100% (no deductible or co-pay)	Not Covered
Screening and counseling for interpersonal and domestic violence	100% (no deductible or co-pay)	Not Covered
PHYSICIAN SERVICES		
Physician Office Visit – Primary Care Physician	80% after deductible	65% after deductible
Physician Office Visit – Specialist	80% after deductible	65% after deductible
Initial visit to determine pregnancy	100% (no deductible or co-pay)	65% after deductible
Pre-surgical Consultations	80% after deductible	65% after deductible
EMERGENCY CARE		
Emergency Room (Non-emergency use of an emergency room is not covered)	100% after deductible after \$50 co-pay	100% after deductible after \$50 co-pay
Urgent Care Facility	80% after deductible	65% after deductible
Ambulance – medically necessary transport	80% after deductible	80% after deductible
OUTPATIENT DIAGNOSTIC SERVICES		
MRI, MRA, PET and CAT Scans and Nuclear Medicine	100% after deductible	85% after deductible
Other Diagnostic Tests, X-rays, Laboratory & Pathology	100% after deductible	85% after deductible
Radiation Therapy	100% after deductible	85% after deductible

Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance

Description	In-Network	Out-of-Network
MATERNITY SERVICES – PHYSICIAN (includes dependent children)		
Pre-Natal and Post-Natal Care	100%	85% after deductible
Delivery and Nursery Care	100%	85% after deductible
HOSPITAL CARE		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	100%	85% after deductible
Inpatient Medical Care and Consultations	100%	85% after deductible
Chemotherapy	100%	85% after deductible
ALTERNATIVES TO HOSPITAL CARE – Medically Necessary		
Skilled Nursing Facility	100% (unlimited days)	85% after deductible (unlimited days)
Hospice Care	100% (unlimited days)	85% after deductible (unlimited days)
Home Health Center	100% after deductible (unlimited days)	85% after deductible (unlimited days)
OUTPATIENT SURGICAL SERVICES		
Surgery – includes related surgical services	100% after deductible	85% after deductible
Voluntary Sterilization – excludes reversal sterilization	100% after deductible	85% after deductible
HUMAN ORGAN TRANSPLANTS Requires pre-certification		
Specified Human Organ Transplants – in designated facilities only, when coordinated through the designated network.	100% (no deductible or co-pay) in designated facilities only	100% (no deductible or co-pay) in designated facilities only
	\$10,000 transportation and lodging maximum applied per transplant. For non-experimental Human Organ Transplants refer to OptumHealth)	
Kidney, Cornea, Bone Marrow and Skin	100%	85% after deductible
MENTAL HEALTH CARE AND SUBSTANCE USE DISORDER TREATMENT		
Inpatient Mental Health	100%	85% after deductible
Inpatient Substance Use Disorder Treatment	100%	85% after deductible
Outpatient Mental Health	80% after deductible	65% after deductible
Outpatient Substance Use Disorder Treatment	80% after deductible	65% after deductible
OTHER SERVICES		
Cardiac Rehabilitation	100%	85% after deductible
Allergy Testing	80% after deductible	65% after deductible
Allergy Injections	80% after deductible	65% after deductible
Chiropractic Care	80% after deductible (limited to 38 visits per calendar year)	65% after deductible (limited to 38 visits per calendar year)

Table 6.5-Deductibles, Out-of-Pocket Maximum, and Co-Insurance

Description	In-Network	Out-of-Network
Outpatient Physical, Speech and Occupational Therapy	100%	85% after deductible
Durable Medical Equipment/Medical Supplies	80% after deductible (requires prescription)	65% after deductible (requires prescription)
Breast Feeding Supplies	100% (no deductible or co-pay)	65% after deductible
Prosthetic and Orthotic Appliances	80% after deductible	65% after deductible
Private Duty Nursing	50% after deductible	35% after deductible
Acupuncture Treatment (rendered by MD or DO as part of a covered surgery)	100% after deductible	85% after deductible
Facility Clinic Services	80% after deductible	65% after deductible
Professional Qualified ME in hospital outpatient department	100%	100%
Professional Medical Emergency in an office setting	80% after deductible	65% after deductible
Professional Accidental Injury in an office setting	80% after deductible	65% after deductible
Corrective Eye Surgery (LASIK and PRK)	Not Covered	Not Covered
Pre-surgical Consultations	80% after deductible	65% after deductible
Home/Office Consultations	80% after deductible	65% after deductible
Office Surgery (not billed in connection with office visit)	100%	85% after deductible
BARIATRIC SURGERY	Lifetime maximum of \$35,000.00	
Admission, Surgery, TSA and Anesthesia	100% after deductible	85% after deductible
Office Visits, X-rays, Laboratory, Outpatient Facility	100% after deductible	85% after deductible

WEIGHT MANAGEMENT

Treatment for morbid obesity (gastric stapling) is covered if all of the following conditions are met: 1) patient must weigh at least 250 pounds or 100 pounds overweight. 2) patient must be between 16 and 60 years old; 3) patient must be under the documented continuous care of a nutritionist for one full year prior to approval for surgery; 4) patient must show documented continuous efforts at a local gym for one full year prior to approval for surgery; 5) patient's past medical history must reveal inability to regulate weight with conventional methods; 6) evaluation performed by attending physician or consultant needed to establish patient's emotional stability; 7) additional documentation detailing evaluation must accompany claim. There is a lifetime maximum of \$35,000.00 for all expenses (and subsequent expenses) relating to procedures for the management of morbid obesity. There is also a limit of one surgical procedure per lifetime; services shall be rendered in a hospital or a bariatric treatment center.

NOT COVERED

Exercise equipment, health club memberships, or special meals required by weight reduction or special parking permits. Vitamins or supplements required by weight reduction program.

EFFECTIVE JANUARY 1, 2013

The section titled **GENERAL CONTACT INFORMATION** is deleted as follows:

Caremark (Prescription Drug Benefits ONLY): (866) 644-7527

- Available 24 hours

Caremark Website: www.caremark.com

And replaced with the following:

4DPharmacy (Prescription Drug Benefits ONLY): (866) 274-0089

- Available 24 hours

4DPharmacy Website: www.4dpharmacy.com

The section titled **7.4 Participating Retail Pharmacy** (page 41) is deleted and replaced with the following:

Pharmacies that participate in the network have specific agreements with the Third-Party Administrator to provide prescriptions at specific discounted rates. The amount of your coinsurance is calculated based on this reduced negotiated cost instead of the normal retail cost.

The retail pharmacy network includes many large chains as well as some local pharmacies. A complete list of the participating pharmacies in the network or the location of the network pharmacy near your home can be found through the website www.4dpharmacy.com or by calling the customer service number on your identification card.

You can use a participating retail pharmacy to fill up to a 34-day supply of a prescription drug. All you need to do now is show your medical identification care and pay your coinsurance based on chart under section titled **7.1 Prescription Drug Benefits at a Glance** (page 40). The remaining cost is covered by the Plan.

If you are taking the medication for an extended period of time, you can save money by filling your prescription through the mail order pharmacy.

The section titled **7.5 Mail Order Pharmacy** (page 41) is deleted and replaced with the following:

If you take birth control pills or "maintenance medications" to treat chronic or long-term conditions such as allergies, arthritis, diabetes, high blood pressure and heart conditions, you can order up to a 90-day supply through the mail order pharmacy. All you pay is the required coinsurance for each prescription, 20% for a generic drug, or 25% for a brand name drug. If a generic drug is available, but you opt for a brand name drug instead of the generic version, then you will also be responsible for the difference in price between the two medications plus your coinsurance.

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Preferred Brand Drug means a Brand-Name Drug which 4dPharmacy has selected for its list of "preferred drugs".



RESOLUTION NO: 2013-236

APPROVAL AND AUTHORIZATION OF SENIOR SECURED CREDIT FACILITY

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

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

Economic Development Commission

SECTION 1 FINDINGS

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

1.2 Kewadin Casinos Gaming Authority (the "Authority") is a governmental instrumentality of the Tribe.

1.3 The Authority wishes to borrow up to \$28,250,000 pursuant to a senior secured credit facility (the "Financing") provided by PNC Bank, National Association (successor by merger to National City Bank), as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and PNC Capital Markets LLC as Lead Arranger and the lenders party thereto (the "Lenders), the proceeds of which will be used to refinance existing indebtedness of the Authority under the current Loan Agreement among the Authority, the Tribe, PNC Bank, National Association, as Administrative Agent, and the Lenders party from time to time thereto, as amended ("Current Loan Agreement"), to finance up to \$1,000,000 in connection with the purchase of a new MIS system and additional equipment and software related thereto, and to finance transaction and closing costs related to this Agreement. The Financing will be for a term of 4.03 years, the principal amount of the Financing will be amortized over a 4.03 year period, the Financing will be secured by the personal assets of the Authority's northern casino operations (the "Security"), and the Authority will enter into an amended and restated loan agreement (the "Second Amended and Restated Loan Agreement"), and related documents (the foregoing documents, including without limitation the Sovereign Immunity Agreement referred to in the Second Amended and Restated Loan Agreement, collectively, the "Authority Transaction Documents").

1.4 The Authority is also entering into a Guaranty Agreement in favor of PNC Bank, National Association (the "LC Issuer"), with respect to obligations of the Tribe under a certain letter of credit (the "LC Guaranty").

1.5 Under the terms of the Financing, the Tribe is required to enter into the Second Amended and Restated Loan Agreement as an additional obligor with respect to certain representations, warranties and covenants, to enter into a guaranty agreement under which the Tribe will guarantee repayment of the

Financing and performance of the obligations of the Authority (the "Guaranty"), to enter into a subordination agreement subordinating certain obligations of the Authority to the Tribe to the Financing (the "Subordination Agreement") and to enter into an unjust enrichment and sovereign immunity agreement (the "Sovereign Immunity Agreement") to confirm that the Administrative Agent, the Lead Arranger, the Lenders, the LC Issuer and their affiliates shall retain claims for unjust enrichment or otherwise if the Loan Agreement, the Guaranty or the LC Guaranty is declared or determined to be void or unenforceable (the Loan Agreement, the Guaranty, the Subordination Agreement, the Sovereign Immunity Agreement and any other documents to be executed by the Tribe are the "Tribe Transaction Documents" and the obligations of the Tribe under the Tribe Transaction Documents are the "Tribe Obligations").

1.6 It is a condition to the Financing that the Tribe waive the jurisdiction of the Tribal Court in connection with the Financing, except to the extent that the Tribe Transaction Documents or Authority Loan Documents may provide for limited jurisdiction for enforcement of an arbitration award under Chapter 95 of the Tribal Code.

1.7 The Board of Directors has determined that it is in the best interests of the Tribe that the Tribe enter into the Tribe Transaction Documents and that the Tribe waive the Jurisdiction of the Tribal Court in connection therewith and in connection with the Authority Loan Documents.

SECTION 2 APPROVALS AND AUTHORIZATION

2.1 The Board of Directors authorizes and directs the Tribe, through its Chairperson, on such conditions and terms as he deems fit, to enter into the Tribe Transaction Documents on such terms as he may agree upon, which approval will be conclusively presumed by execution and delivery of the Tribe Transaction Documents by the Chairperson, and to perform its obligations thereunder.

2.2 The Chairperson is authorized and directed to execute and deliver such other certificates, documents, or instruments, as may be required or to take any and all such action which may be necessary or convenient on the part of the Tribe to effectuate the Financing.

SECTION 3 WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO JURISDICTION

3.1 The Tribe hereby expressly waives its sovereign immunity from suit should an action be commenced on the Tribe Transaction Documents.

This waiver:

- i) shall terminate upon performance by the Tribe of all of its obligations under the Tribe Transaction Documents;
- ii) is granted solely to the Administrative Agent and the Lenders;
- iii) shall extend to, inter alia, any judicial or non-judicial proceeding or action, including, but not limited to, any lawsuit, arbitration, judicial or non-judicial foreclosure proceeding, any judicial or non-judicial action to enforce the rights of the Administrative Agent as a secured creditor, and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations of the Tribe under the Tribe Transaction Documents;
- iv) shall be enforceable against all assets and property of the Tribe, to the extent sufficient to satisfy the Tribe Obligations;
- v) shall be enforceable only in a court of competent jurisdiction, including courts of the State of Michigan, the Sault Ste. Marie Tribal Court, and the federal courts in Michigan (including the United States Bankruptcy Court and any courts to which decisions may be appealed), or any arbitrator or arbitration panel;
- vi) the governing law shall be as set forth in Section 3.2,

3.2 The Tribe Transaction Documents shall be construed in accordance with and governed by the internal law of the State of Michigan; except that matters concerning the validity and perfection of a security interest shall be governed by the conflict of law rules set forth in Michigan Uniform Commercial Code. The Tribe expressly submits to and consents to the jurisdiction of the courts of the State of Michigan and the federal courts of Michigan (including the United States Bankruptcy Court and any courts to which decisions may be appealed), with respect to any dispute or controversy arising out of the Tribe Transaction Documents, or to any transactions in connection therewith.

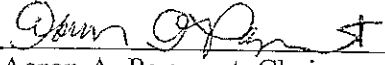
SECTION 4 UNJUST ENRICHMENT

The Tribe hereby acknowledges and agrees that certain loans, advances, extensions of credit and other benefits may from time to time be conferred upon the Tribe and the Authority by the Administrative Agent, the Lead Arranger, the Lenders, the LC Issuer and their affiliates (collectively, the "Benefits Providers") pursuant to the terms of the Authority Transaction Documents, the Tribe Transaction Documents and the LC Guaranty (collectively, the "Transaction Documents"). If the Transaction Documents or any of them is declared or determined to be void or enforceable for any reason, in order to induce the Benefit Providers to provide such loans, advances, extensions of credit and other benefits from time to time to the Tribe and the Authority, the Tribe hereby agrees that each of the Benefits Providers is and will be entitled to pursue claims and remedies for unjust enrichment against each of the Tribe and the Authority. The Tribe hereby expressly and irrevocably waives its sovereign immunity from any suit, action or

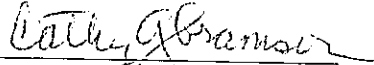
proceeding (including an arbitration proceeding) or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) in the courts provided in the succeeding sentence with respect to all such claims and remedies for unjust enrichment. In addition, without limiting the foregoing sentences, to the extent not paid prior to the earlier of (x) three months after the Transaction Documents or any of them is declared or determined to be void or unenforceable and (y) November 14, 2017, the Tribe and the Authority jointly and severally agree to pay to the Administrative Agent, for the benefit of the Benefits Providers, the outstanding principal amount of the loans, advances, extensions of credit and other benefits provided to the Tribe and the Authority. The Tribe consents to the courts of the State of Michigan (including all courts to which decisions of the courts of the State of Michigan may be appealed), and the federal courts in the State of Michigan (including all federal courts to which decisions of the federal courts in the State of Michigan may be appealed) in connection with the matters described in this Section 4.

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 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 22 day of October 2013; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



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



Cathy Abramson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians