

## LOCAL AGREEMENT

This Agreement is made on the 13<sup>th</sup> day of March, 2000 by and between the POKAGON BAND OF POTAWATOMI INDIANS (the "Band"), the CITY OF NEW BUFFALO, a municipal corporation existing under the laws of Michigan (the "City"), and the TOWNSHIP OF NEW BUFFALO, a municipal corporation existing under the laws of Michigan (the "Township").

### RECITALS

A. The Band, pursuant to 25 U.S.C. §§ 1300j et seq. (the "Restoration Act"), is a federally recognized Indian tribe recognized as eligible by the Secretary of the Interior for the special programs and services provided by the United States to Indians because of their status as Indians, and is recognized as possessing powers of self-government. The Restoration Act sets forth a 10 county service area in southwestern Michigan and northern Indiana in recognition of the Band's ancestral homelands, and the anticipated acquisition by the Band of lands within its service area to be taken into trust by the federal government. The Band and the Secretary of the Interior have entered into a Memorandum of Understanding, executed by the Secretary on January 11, 1999 (the "MOU"), that establishes general principles setting forth the geographic areas within which the Band will acquire land to submit to the Secretary to be taken into trust. The Band is directed pursuant to the MOU to concentrate such acquisitions within four geographic areas, known as "consolidation sites", in the vicinity of New Buffalo, Michigan, Hartford, Michigan, Dowagiac, Michigan, and South Bend, Indiana.

B. The Band intends to acquire certain land in the Township comprising approximately 675 acres adjacent to I-94, as identified on the attached Exhibit A (the "Site").

C. As authorized by the Restoration Act and the MOU, the Band intends to place the Site into trust with the federal government, and to construct and operate on the Site a casino gaming resort facility (the "Resort") pursuant to the Indian Gaming Regulatory Act of 1988, P.L. 100-497, 25 U.S.C. § 2701 et seq. ("IGRA").

D. The purpose of this Agreement is to establish a formal government-to-government basis for the relationship between the parties, based on mutual respect for the sovereignty of all governments involved; to ensure that local citizens and businesses in the New Buffalo area benefit from the employment, contracting and economic development opportunities that the Resort will create; to reassure local citizens that, in the exercise of its law-making and regulatory powers, the Band will act as a responsible environmental steward and will protect public health and safety; to provide a mechanism under which the Band will support communities in the New Buffalo area, including financial support for governments, charities, non-profit and non-governmental

organizations in the area; and to formalize the support of the Township and City for taking the Site into trust and establishing the Resort as quickly as possible.

E. The Township and the City recognize that representations, agreements and payments made by the Band under this Agreement are voluntary and are not required by any federal or state law, including without limitation (i) the Compact between the Band and the State of Michigan dated December 3, 1998 and approved in 64 Fed.Reg. No. 32, Thursday, February 18, 1999, at 8111 (the "Compact"), or (ii) IGRA.

F. The City and the Township each recognize and agree that the Resort and the Band's undertakings under this Agreement will substantially benefit their communities, and wish to formally acknowledge their support for the Resort and the taking of the Site into trust.

G. The City represents that it was authorized to enter into this Agreement by duly adopted resolution of the City Council, a true copy of which is attached as Exhibit B-1.

H. The Township represents that it was authorized to enter into this Agreement by duly adopted resolution of the Township Board, a true copy of which is attached as Exhibit B-2.

I. The Band represents that it was authorized to enter into this Agreement by duly adopted resolution of the Band Tribal Council, a true copy of which is attached as Exhibit B-3.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, the receipt and sufficiency of which are expressly acknowledged, the Band, the City and the Township agree as follows:

1. Recitals true. The above recitals are true.
2. Adoption of Tribal Laws Concerning Health, Environment and Building Construction. The Band shall, in the exercise of its sovereign powers and prior to construction of the Resort, adopt tribal laws as or more substantively rigorous than state and local laws concerning health, environment, and building construction which would be applicable to the Resort if it were not located on land held by the federal government in trust for the Band.
3. Adoption of Tribal Tax Code. The Band shall, in the exercise of its sovereign powers and prior to opening the Resort, adopt a Tribal tax code that shall include Tribal taxes on food and beverage service, hotel occupancy and retail sales, in



amounts equal to or greater than those state and local taxes which would be applicable to the Resort if it were not located on land held by the federal government in trust for the Band.

4. Local Preference Policy. The Band agrees that it shall in hiring and purchasing for the Resort give preference to residents of the City and Township and businesses located in the City and Township and/or owned and controlled by such residents, provided that (a) any such preference shall be subordinate to preferences given to members of the Band, their spouses and children, and to businesses owned by, or affiliated with members of, the Band; (b) as to hiring, the resident is qualified, holds any licenses that may be required by the Band or the Resort's manager, and complies with employment policies established by the Band or the Resort's manager; and (c) as to purchasing, the vendor is qualified and holds any licenses that may be required by the Band or the Resort's manager, the vendor's price and other terms are reasonably competitive, and the proposed vendor can meet bonding and other requirements established by the Band or the Resort's manager. For purposes of this paragraph qualifications, licensing, competitiveness and compliance with requirements shall be reasonably determined by the Resort's manager.
5. Contribution of Funds for Promotion of Harbor Country Lodging Association. The Band agrees that it will contribute a portion of the tribal hotel occupancy tax assessed on any hotel it may own on the Site for promotion of travel, business and tourism in Harbor Country, and shall pool such funds with funds collected by hotels in the local assessment area pursuant to the Community Convention and Tourism Marketing Act, MCLA 141.867 *et seq.* (the "Marketing Act"). The amount contributed by the Band for this purpose from the tribal hotel occupancy tax shall be equal to the amount that would have been payable by the Band, as owner of a tribal hotel, pursuant to MCLA 141.875(1) if the Band had been subject to the Marketing Act, and shall be payable at the times provided in and otherwise in accordance with the Act. No amount shall be payable under this paragraph unless and until the Band owns and operates a hotel located on the Site. The Band's agreement to make payments as provided in this paragraph shall be enforceable under this Agreement, but the Band does not subject itself to, or waive its sovereign immunity as to, the Act.
6. Minimum Age for Gambling at the Resort of Age 21. The Band shall, in the exercise of its sovereign powers, adopt, prior to opening the Resort, a gaming regulatory ordinance which will prohibit gambling at the Resort by persons under the age of 21.
7. Tribal Court System. The Band shall, in the exercise of its sovereign powers, establish a tribal court system prior to opening the Resort that will provide tort

remedies for patrons and others within the jurisdiction of the Band while visiting the Resort.

8. Cooperative Marketing. The Band agrees that it will work with local businesses to establish reasonable cooperative marketing arrangements. The Band agrees to join and remain in good standing in the following associations, on the same terms as other members:

Harbor County Lodging Association  
Harbor County Chamber of Commerce  
New Buffalo Business Association  
Red Arrow Business Association  
Three Oaks Business Association.

9. Waiver of Sovereign Immunity and Consent to Jurisdiction. The Band expressly waives its sovereign immunity from suit for the purpose of enforcing its obligations under this Agreement, and consents to be sued in the United States District Court for the Western District of Michigan - Southern Division, the United States Court of Appeals for the Sixth Circuit, and the United States Supreme Court for the purpose of enforcing its obligations under this Agreement and any related judgment; provided that the liability of the Band under this Agreement shall always be limited to payment from undistributed or future Net Revenues of the Enterprise. If the United States District Court lacks jurisdiction, the Band consents to be sued in the Michigan State Court system for the same limited purpose and subject to the same limited recourse. The Band waives any requirement of exhaustion of tribal remedies. Without in any way limiting the generality of the foregoing, the Band expressly authorizes any governmental authorities who have the right and duty under applicable law to take actions authorized or ordered by any such court to give effect, subject to such limited recourse, to any judgment entered; provided, however, that liability of the Band under any judgment shall always be limited to such undistributed or future Net Revenues of the Enterprise, and in no instance shall any enforcement of any kind whatsoever be allowed against any assets of the Band other than such undistributed or future Net Revenues of the Enterprise. The Band appoints the Chairman of the Pokagon Council and the Secretary of the Pokagon Council as its agents for service of all process under or relating to the Agreements. The Band agrees that service in hand or by certified mail, return receipt requested, shall be effective for all purposes under or relating to this Agreement if served on such agents.

For purposes of this paragraph, the following terms have the indicated meanings:



"Enterprise" shall mean the enterprise of the Band created by the Band to engage in Class II and Class III Gaming at the Site, and which shall include all gaming at the Resort and any other lawful commercial activity allowed in the Resort, including but not limited to the sale of alcohol, tobacco, gifts and souvenirs and any hotel located on the Site.

"Net Revenues" shall mean (a) the gross gaming revenue (win) of the Enterprise from Class II or Class III gaming, as defined in IGRA, plus the gross revenues of the Enterprise from all other sources in support of Class II or Class III gaming, including food and beverage, entertainment and retail, and any hotel at the Site, less (b) all amounts paid out as, or paid for, prizes, all operating expenses, including the management fee, amortization and depreciation; in each case determined in accordance with generally accepted accounting principles.

10. Support of Local Governments. The City and Township (and each other governmental entity that gives the notice provided under ¶ 24(b)(iii)) agree to support in good faith the Band's efforts to take the Site (but not any land other than that comprised by the Site) into trust, including but not limited to:
  - a. filing documents with the Secretary of the Interior or his designee supporting the application to take the Site into trust;
  - b. opposing legal or administrative challenges to any decision by the Secretary of the Interior to take the Site into trust (including filing of amicus briefs at the request of the Band);
  - c. supporting the State of Michigan's opposition to legal challenges to the Compact (including filing of amicus briefs at the request of the Band);
  - d. supporting the ratification of the Compact by the Michigan legislature, if requested by the Band;
  - e. supporting amendments to the Compact if requested by the Band, provided that any amendment does not reduce the amount paid to or for the account of local governments pursuant to Sec. 18(A)(i) of the Compact;
  - f. traveling to meet with officials of the Department of the Interior and other officials, whether at Minneapolis, Minnesota, Washington, D.C., or elsewhere; and
  - g. in general, working with the Band to help facilitate the earliest possible opening of the Resort;

provided that the Band will agree to cover the costs of any such support, including professional fees incurred in furnishing such support and travel expenses.

11. No other gaming. The City and Township agree not to endorse or support any other gaming in the Township or City except for state lotteries and charitable gaming nights.
12. No Checkerboarding. The Band agrees that it will not apply to take into trust any property within the City or the Township that is not contiguous to the Site without the consent of the City if such property is located within the City, or the consent of the Township if such property is located within the Township. "Contiguous" shall be deemed to include property that is adjacent to the Site but separated from the Site by a public road.
13. Upfront Costs of Development. The Band will pay for all upfront costs of development, which shall include road improvements, including traffic and safety control devices, recommended by the traffic study currently being conducted for the Band by Wade-Trim of Grand Rapids, Michigan, including traffic and safety control devices; sewer and water, including penetration under I-94; and utilities. The Band will make copies of the traffic study available to the Township and City. The Band will use its best efforts to enter into agreements for sewer with the Township of New Buffalo and water with the City of New Buffalo. The Band will pay all costs of bringing services to the Site, costs of expansion of facilities to the extent necessary to meet the Resort's projected needs, as well as operational expenses of such service, provided such costs reflect the reasonable and necessary costs of such work and service.
14. Pre-Opening Capital Expenditures for Public and Life Safety Capital Equipment. The Band will after the Site is taken into trust and within 90 days before the opening of the Resort pay up to \$375,000 for verifiable capital costs for public and life safety capital equipment improvements (police, fire and ambulance), provided that either (a) the Local Revenue Sharing Board ("LSRB") established under the Compact agrees in writing prior to any such payment that any such payment will be considered an advance on the initial 2% payments due to the LRSB from the Band pursuant to Sec. 18(A)(i) of the Compact, and shall be deducted by the Band from such initial payments to the LRSB; or (b) if the LRSB does not so agree, if the City and the Township severally agree to pay to the Band, out of their first distributions from the LRSB and without interest, any amounts paid to them by the Band under this paragraph.
15. Public and Life Safety Services. Public and life safety services shall be provided to the Site by local communities as requested and the cost of these services shall



be deemed to be covered by payments made under Sec. 18(A)(i) of the Compact or otherwise in accordance with ¶¶ 23(a) or (b) of this Agreement, with the City and Township reimbursed for such costs by distributions they receive out of such payments.

16. Buffer Zone. The Band shall provide for a buffer zone on the Site, similar in scope to buffer zones required under local planning and zoning ordinances, to protect adjacent residential property from intrusive light, sound and traffic.
17. Site Lighting. Parking lot lights at the Site shall be directed downward, and wherever possible all lighting shall be designed so as to shield surrounding areas from excess light; provided, however, that the parties recognize that the facade of Resort facilities and signs shall be lit.
18. Tax Compliance Information for Vendors and Contractors. The Band agrees to provide all vendors and contractors with information concerning their sales tax obligations when dealing with the Band.
19. Communications Board. The parties shall agree to establish a Communications Board, composed of members of the Township, City, Band, and the Resort's general manager, which shall meet to consider and address issues of concern to the parties (a) quarterly, and (b) if needed to address specific issues, on five business days notice by any party to all parties specifying the subject of the meeting.
20. Storm Water Run-Off and Retention. The Band shall set engineering standards for the Site that will minimize storm water run-off and will provide for storm water retention so as to minimize the impact on surrounding property and ecosystem under a hundred year rainfall. Six copies of the engineering standards and the report summarizing the environmental provisions for the storm water retention and run-off system, as designed, shall be provided to the Township Clerk.
21. Compulsive Gambling. Payments will be made by the Pokagon Fund to support compulsive treatment programs within the local area, including but not limited to compulsive gambling.
22. Direct Entrance and Exit from and to I-94. The Band, City and Township shall work together to persuade the State to fund and establish an entrance and exit directly onto the Site from I-94 between Exits 1 and 4 (such entrance/exit to be in addition to the planned entrance off Wilson Road). The Band agrees to promote usage of such an entrance/exit by Resort patrons.

23. Revenue Sharing. In addition to payments made under the Compact or otherwise pursuant to ¶ 25, the Band shall make the following payments (the "Pokagon Fund Contributions") to the "Pokagon Fund", as defined below:

- i. .75% of Net Win during the operation of Class III electronic games of chance at any Temporary Casino at the Site;
- ii. 2% of the Net Win during the first year of operation of Class III electronic games of chance at the Permanent Casino;
- iii. 2% of the Net Win during the second year of operation of such games at the Permanent Casino;
- iv. 1% of the Net Win during the third, fourth and fifth years of operation of such games at the Permanent Casino; and
- v. .75% of the Net Win during each subsequent year of operation of such games;

subject, however, to adjustment as provided in ¶ 25(a). Any payments due under this paragraph shall be made monthly, and shall be made within 45 days after the end of each month. "Net Win" means net win from Class III electronic games of chances as defined in the Compact and IGRA; "Temporary Casino" means a casino operating fewer than 1,500 electronic games of chance; and "Permanent Casino" means a casino operating 1,500 or more electronic games of chance.

24. Pokagon Fund.

- a. Organization. All Pokagon Fund Contributions shall be made to a non-profit entity entitled the Pokagon Fund established under the laws of the State of Michigan that shall serve the function of receiving and distributing the Pokagon Fund Contributions. The Pokagon Fund shall be governed by a Board of Directors (the "Board"). The Board shall include (i) two members selected by the governing body of the Band (the "Band Representatives"), (ii) one member selected by the governing body of the Township and one member selected by the governing body of the City (the "Township and City Representatives"), and (iii) three members selected by unanimous agreement of the Band Representatives and the Township and City Representatives, such three members serving staggered three year terms and being residents of the New Buffalo Region and not members of the Band. The Band, Township and City shall each inform the other parties in writing of the selection of its representatives to the Board. Articles of



incorporation and bylaws for the Pokagon Fund embodying the principles set out in this ¶ 24 shall be agreed upon by the Band, Township and City. The articles and bylaws shall contain a provision requiring that any amendment of the bylaws or articles must be approved by a vote of 75% of the total Board membership.

- b. Distributions. Pokagon Fund Contributions, net of the Fund's operating and capital expenditures and reasonable reserves as approved by the Board, shall be distributed by the Fund as follows:
- i. Ten percent (10%) of all Pokagon Fund distributions in each fiscal year shall be allocated to distributions in or benefitting the communities surrounding Band trust land consolidation sites in Michigan and Indiana where the Band is not conducting Class III gaming as defined in IGRA. Such distributions shall be made by the Pokagon Fund at the discretion of the Band Representatives.
  - ii. Forty-five percent (45%) of all Pokagon Fund distributions in each fiscal year shall be allocated to projects approved by the Board within or benefitting the New Buffalo Region, without being restricted to any particular city, village, township or other entity. "New Buffalo Region" means the Township, the City, Three Oaks Township, Chikaming Township, and including all villages and cities located therein.
  - iii. Forty-five percent (45%) of all Pokagon Fund distributions in each fiscal year shall be allocated by the Board pursuant to the following criteria:
    - (1) 21% of the Pokagon Fund distributions each year shall be made to projects requested by the Township's governing body and approved by the Board;
    - (2) 14% of the Pokagon Fund distributions each year shall be made to projects requested by the City's governing body and approved by the Board;
    - (3) 2% of the Pokagon Fund distributions each year shall be made to projects requested by the Township of Chikaming's governing body and approved by the Board;

- (4) 2% of the Pokagon Fund distributions each year shall be made to projects requested by the Township of Three Oaks' governing body and approved by the Board;
- (5) 2% of the Pokagon Fund distributions each year shall be made to projects requested by the New Buffalo School District's governing body and approved by the Board;
- (6) 1% of the Pokagon Fund distributions each year shall be made to projects requested by the Village of Three Oaks' governing body and approved by the Board;
- (7) 1% of the Pokagon Fund distributions each year shall be made to projects requested by the Village of Michiana's governing body and approved by the Board;
- (8) 1% of the Pokagon Fund distributions each year shall be made to projects requested by the Village of Grand Beach's governing body and approved by the Board; and
- (9) 1% of the Pokagon Fund distributions each year shall be made to projects requested by the River Valley School District's governing body and approved by the Board;

provided that projects shall be for the purposes set out in ¶ 24(b)(iv), and no distribution shall be made to (A) any entity (other than the Township, the City, the New Buffalo School District and the River Valley School District) that does not, within 75 days after execution of this Agreement, send the Band, the City and the Township a written statement that it agrees to support taking the Site into trust as provided in ¶ 10 above; or (B) any entity (other than the New Buffalo School District and the River Valley School District) that does not in fact provide such support after written notice from the Band. Funds that are not distributable because of a failure to meet these conditions or because any entity does not request funds shall be reallocated proportionally among the other entities described in this subparagraph.

- iv. Distributions under ¶ 24(b)(ii) and (iii) shall focus on local government programs and other programs benefitting seniors, children and schools; student scholarships; compulsive treatment programs, including but not limited to gambling programs; land



preservation and acquisition; and local economic development projects. Distributions may include, without limitation, grants, loans and other types of innovative funding.

- v. Notwithstanding any other provisions of this Agreement, all distributions, policies and procedures of the Fund shall be in accordance with regulations governing tax-exempt entities under the Internal Revenue Code.
- c. Operations. Operations of the Pokagon Fund shall be supported by such staff as are deemed necessary by the Board; provided, however, the Board shall agree upon, and adjust from time to time, an administrative expenditure limit for the Pokagon Fund designed to ensure efficient operation and maximum feasible distribution of Pokagon Fund Contributions.

25. Additional Provisions Concerning Local Revenue Sharing.

- a. If the Band operates Class III electronic games of chance, as defined in the Compact and the IGRA, and does so either pursuant to the Compact, or pursuant to a new compact or pursuant to procedures promulgated by the Secretary of the Interior that contain provisions that provide for local revenue sharing payments to or for the benefit of the Township, the City or the County (regardless of the amount of such payments or method of control or distribution), then the provisions in such instrument that govern local revenue sharing payments shall be applicable and control, and no other local revenue sharing payments other than the Pokagon Fund Contributions shall be made by the Band; and provided further, that (i) if such new compact or procedures require local revenue sharing payments to or for the benefit of the Township, City and County in an amount greater than the 2% provided for in Section 18(A)(i) of the Compact, then the Band's Pokagon Fund Contributions shall be reduced each year by the amount of such local revenue sharing payments in excess of 2%, and (ii) if such new compact or procedures require local revenue sharing payments to or for the benefit of the Township, City and County in an amount less than 2%, then the Band shall increase the Band's Pokagon Fund Contributions by the difference between the amount required and 2%.
- b. If the Band operates Class III electronic games of chance, as defined in the Compact and the IGRA, and does not do so pursuant to the Compact, but pursuant to a new compact or pursuant to procedures promulgated by the Secretary of the Interior that contain no provisions for local revenue

sharing payments to or for the benefit of the Township, the City or the County, then in such case the Band will, upon request by the Township and County:

- i. agree to make payments equal to the 2% payments described in Section 18(A)(i) of the Compact, to an entity similar to the Local Revenue Sharing Board described in Section 18(A)(ii) of the Compact; provided that such an entity is created by the Township and the County, and the Township and County agree to distribute such payments in a manner similar to that described in Section 18(A)(iii)-(v) of the Compact; and
  - ii. permit a certified public accounting firm reasonably selected by such entity to verify (A) the Net Win at the Resort, as defined in ¶ 23, for the period in question, and (B) the amount of the payments required under this ¶ 25(b) for such period.
26. Term. The term of this Agreement shall commence upon its execution, and shall continue in effect so long as the Band continues to develop the Resort and, after the Resort opens, so long as the Band is operating Class III electronic games of chance at the Resort; provided that the term shall not exceed 99 years.
27. Miscellaneous.
- a. Situs of the Contract; Governing Law; Section 81. This Agreement shall be deemed entered into in Michigan, and shall be subject to the internal laws of the State of Michigan and (as to the Band) the approval provisions of 25 U.S.C. § 81 and any other applicable federal law.
  - b. Notice. Any notice required to be given pursuant to this Agreement shall be delivered to the appropriate party by Certified Mail Return Receipt Requested, or by overnight mail or courier service, to the following addresses:

If to the Band:

Pokagon Band of Potawatomi Indians  
53237 Townhall Road  
Dowagiac, MI 49047  
Attn: Chairman, Tribal Council



with a copy to:

Daniel Amory, Esq.  
Drummond Woodsum & MacMahon  
245 Commercial Street  
P.O. Box 9781  
Portland, ME 04104-5081

and to:

Robert Gips, Esq.  
Gips and Associates  
71 Myrtle Avenue, Suite 2000  
South Portland, ME 04106

If to the City:

City of New Buffalo  
224 West Buffalo Street  
New Buffalo, MI 49117

with a copy to:

Harold Schuitmaker, Esq.  
181 West Michigan Avenue  
P.O. Box 520  
Paw Paw, MI 49079

If to the Township:

Township of New Buffalo  
17425 Red Arrow Highway  
New Buffalo, MI 49117

with a copy to:

David M. Peterson, Esq.  
811 Ship Street  
Saint Joseph, MI 49085

or to such other different address(es) as any party may specify in writing.

- c. Further Actions. Each party agrees to execute all documents and to take all actions reasonably necessary to comply with the provisions of this Agreement and its intent.
- d. Waivers. No failure or delay by a party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term, or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument.
- e. Captions. The captions for each section and subsection are intended for convenience only.
- f. Severability. If any provision, or any portion of any provision, of this Agreement is found to be invalid or unenforceable, such unenforceable provision, or unenforceable portion of such provision, shall be deemed severed from the remainder of this Agreement and shall not cause the remainder of this Agreement to be invalid or unenforceable. If any provision, or any portion of any provision, of this Agreement is deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- g. Third Party Beneficiary. This Agreement is exclusively for the benefit of the parties hereto and the Pokagon Fund. It may not be enforced by any party other than the parties to this Agreement and the Pokagon Fund, and shall not give rise to liability to any third party other than the Pokagon Fund.
- h. Successors and Assigns. The benefits and obligations of this Agreement shall inure to and be binding upon the parties hereto and their respective successors and assigns. The parties cannot assign their rights or obligations under this Agreement except with the written consent of the other parties, except that the Band may, without the consent of the City or Township, assign this Agreement to a Corporate Commission or other instrumentality of the Band organized to conduct the business of the Resort for the Band if that commission or other instrumentality assumes all obligations of the Band. No such assignment shall relieve the Band of any obligation under this Agreement, unless otherwise agreed by the City and the Township.



- i. Modification. Any change to or modification of this Agreement must be in writing signed by all parties to this Agreement.
  - j. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties hereto and supersedes all other prior agreements and understandings, written or oral between the parties. There are no oral agreements.
  - k. Preparation of Agreement. This Agreement was drafted and entered into after careful review and upon the advice of competent counsel; it shall not be construed more strongly for or against any party.
  - l. Execution. This Agreement may be executed in counterparts, all of which taken together shall constitute one document.
  - m. Authorization. Each person signing for an entity warrants that he or she is duly authorized to do so.
28. In compliance with 25 U.S.C. § 81, the residence and occupation of the parties in interest to this Local Agreement are stated as follows:
- (a) Party in Interest: Pokagon Band of Potawatomi Indians
    - Residence: 53237 Townhall Road  
Dowagiac, MI 49047
    - Occupation: Federally-recognized  
Indian tribe
  - Party in Interest: City of New Buffalo
    - Business Address: 224 West Buffalo Street  
New Buffalo, MI 49117
    - Occupation: Municipal corporation organized under the laws of the  
State of Michigan
  - Party in Interest: Township of New Buffalo
    - Business Address: 17425 Red Arrow Highway  
New Buffalo, MI 49117

Occupation: Municipal corporation organized under the laws of the State of Michigan

Fixed limited time to run: The term of this Agreement shall continue in effect so long as the Band continues to develop the Resort and, after the Resort opens, so long as the Band is operating Class III electronic games of chance at the Resort; provided that the term shall not exceed 99 years.

(b) Scope of Authority: The Chairman and Secretary of the Pokagon Tribal Council is authorized to execute this Local Agreement on behalf of the Tribe by a resolution of the Tribal Council of the Pokagon Band of the Potawatomi Indians adopted at a meeting thereof held at Tribal Elder Hall, Dowagiac, Michigan, a true copy of which is attached as Exhibit B-3.

This Local Agreement was executed as of February 15, 2000 in New Buffalo, Michigan, for the particular purposes set forth in ¶ D of the Recitals to this Agreement.

The undersigned parties agree that this Local Agreement is in compliance with Title 25, United States Code, Section 81; that any party may submit it to the Secretary of the Interior for approval under that section at any time; and that they shall each support its approval, if so submitted. The City and the Township agree to be bound by this Agreement notwithstanding any failure to submit it for approval under Section 81.

**Pokagon Band of Potawatomi Indians,**

By: 

John Miller, Tribal Chairman

By: 

Marie Manley, Tribal Secretary

**Township of New Buffalo**

By: 

Its: Supervisor

**City of New Buffalo**

By: 

Its: Mayor