



RESOLUTION NO: 2001-07
APPROVAL AND AUTHORIZATION EMPLOYMENT AGREEMENTS

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

Section 1 RECITALS

Min Waban Dan

**Administrative
Office**

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Michigan

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**Government
Services**

**Membership
Services**

**Economic
Development
Commission**

- 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 The Tribe wishes to enter into written contracts of employment with certain existing and prospective employees whose services are deemed to be particularly valuable to the Tribe ("Key Employees") in order to secure such services on an ongoing basis. ("Employment Agreements").
- 1.3 The Board of Directors has determined that in order to conclude such Employment Agreements, it is necessary to provide the waivers of tribal immunity, waiver of tribal court jurisdiction, and consents to jurisdiction contained herein, and that it is in the best interest of the Tribe to provide such waivers and consents. Provided, that the waivers and consents contained herein shall extend only to Employment Agreements entered into in writing subsequent to the date of this resolution, which specifically incorporates such waivers and consents.

Section 2 APPROVALS AND AUTHORIZATION

- 2.1 The Board of Directors specifically authorizes the Tribe, through its Chairman to enter into Employment Agreements with Key Employees, on such conditions and terms as he deems appropriate, and to perform its obligations thereunder. The terms and form of the Employment Agreement is approved with such completions, additions, deletions, and modifications as may be agreed upon by the Chairman, which approval shall be conclusively presumed by the execution and delivery of such documents by the Chairman. Without limiting the generality of the foregoing, the Board of Directors specifically authorizes the Tribe to enter into those provisions of the Employment Agreement, concerning governing law, waiver of Tribal Court jurisdiction, consent to jurisdiction and waiver of tribal immunity, according to their terms.
- 2.2 The Chairman is authorized and directed to execute and deliver such other agreements, certificates, documents, or instruments, as may be required or to take any and all such action which may be necessary or convenient to effectuate the foregoing.

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 in connection with an Employment Agreement:

This waiver:

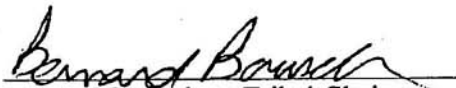
- 1) shall terminate upon performance by the Tribe of all its obligations in connection with an Employment Agreement;
 - 2) is granted solely to the Key Employee, who is party to the Employment Agreement;
 - 3) shall extend to, inter alia, any judicial or non-judicial proceeding or action, including, 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 Key Employee, 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 in connection with the Employment Agreement;
 - 4) shall be enforceable against all assets and property of the Tribe, to the extent sufficient to satisfy the Tribe's obligations in connection with the Employment Agreement;
 - 5) 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 Bankruptcy Court), or any arbitrator or arbitration panel;
 - 6) the governing law shall be as set forth in Section 3.2.
- 3.2 All documents required to be executed in connection with an Employment Agreement shall be construed in accordance with and governed by the internal law of the State of Michigan. 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 any courts to which decisions may be appealed, with respect to any dispute or controversy arising in connection with an Employment Agreement, or to any transaction in connection with an Employment Agreement.

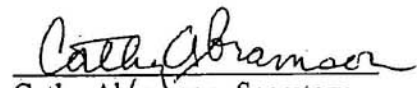
Section 4 WAIVER OF TRIBAL COURT JURISDICTION

The Board of Directors expressly waives jurisdiction of the Tribal Court over any action arising in connection with any Employment Agreement, pursuant to the provision of Chapter 44.108, except to the extent that the documents executed in connection with an Employment Agreement may provide for limited jurisdiction for enforcement of an arbitration award under Chapter 95 of the Tribal Code.

CERTIFICATION

We, the undersigned, as Chairman and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 11 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 10 day of January, 2001; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 for, and 0 against, and 1 abstaining; and that said resolution has not been rescinded or amended in any way.


Bernard Bouschor, Tribal Chairman
Sault Ste. Marie Tribe
of Chippewa Indians


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