

Exhibit III



Min Waban Dan

**Tribal Attorney
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

Phone

906.635.6050

Fax

Legal
906.632.6587

Prosecutor
906.632.6280

June 10, 2014

Diane Rosen, Regional Director
Midwest Region Office
Bureau of Indian Affairs
Department of the Interior
Norman Pointe II Building
5600 W. American Blvd., Suite 500
Bloomington, MN 55347

Dear Ms. Rosen:

I am submitting to you two sets of documents, each seeking a mandatory trust determination for property acquired by the Sault Ste. Marie Tribe of Chippewa Indians using interest or other income generated by the Tribe's Self-Sufficiency Fund established pursuant to section 108 of the Michigan Indian Land Claims Settlement Act, Pub. L. No. 105-143, 111 Stat. 2652 (1997). One submission involves two parcels of land located in Lansing, Michigan; the other a larger parcel located in Huron Charter Township, Wayne County, Michigan. Under Section 108(f) of the Act, "[a]ny lands acquired using amounts from interest or other income of the Self-Sufficiency Fund shall be held in trust by the Secretary for the benefit of the Tribe."

These applications represent the culmination of many years of hard work by the Sault Tribe and form a critical part of the Tribe's ongoing efforts to restore its economic well-being and provide for its members. We look forward to a prompt and favorable determination by the Agency.

I trust you will find the enclosed materials self-explanatory. However, if you should have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

John Wernet
General Counsel
Sault Ste. Marie Tribe of Chippewa Indians
523 Ashmun Street
Sault Ste. Marie, MI 49783

Main: 906-635-6050
Direct: 906-635-8638
Personal Cell: 517-290-6612
Email: jwernet@saulttribe.net

**THE SAULT STE. MARIE TRIBE
OF CHIPPEWA INDIANS OF MICHIGAN**

**SUBMISSION FOR MANDATORY FEE-TO-TRUST ACQUISITION
PURSUANT TO THE MICHIGAN INDIAN LAND CLAIMS
SETTLEMENT ACT**

THE “CORNER PARCEL”

AND

THE “SHOWCASE PARCEL”

(+/- 2.26 acres in Lansing, Michigan)

Submission and Supporting Exhibits

June 10, 2014

**Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to-Trust Acquisition
Lansing, Michigan parcels**

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- 1. Warranty Deed to Corner Parcel**
- 2. Title Policy for Corner Parcel**
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- 5. Legal Description and Survey for Corner Parcel**
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- 8. Tribal Resolution 2012-11**
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I. SUMMARY

The Sault Ste. Marie Tribe of Chippewa Indians of Michigan (the “Sault Tribe” or “Tribe”) tenders this submission for a mandatory fee-to-trust acquisition of two parcels of land located in Lansing, Michigan:

- (1) The “Corner Parcel,” a 0.43 acre parcel acquired by the Tribe on November 1, 2012, and
- (2) The “Showcase Parcel,” a nearby 2.26 acre parcel that the Tribe has committed to acquire under an existing contract of purchase with the City of Lansing, Michigan.

The Tribe has acquired the Corner Parcel and will acquire the Showcase Parcel using interest or other income generated by the Tribe’s Self-Sufficiency Fund, established pursuant to section 108 of the Michigan Indian Land Claims Settlement Act (“MILCSA”), Pub. L. No. 105-143, 111 Stat. 2652 (1997). Under Section 108(f) of MILCSA, “[a]ny lands acquired using amounts from interest or other income of the Self-Sufficiency Fund shall be held in trust by the Secretary for the benefit of the [Sault] Tribe.” 111 Stat. at 2661-2662. The Secretary is thus required to accept the Parcels in trust.

II. APPLICABLE LEGAL REQUIREMENTS

MILCSA does not set forth specific procedures for processing a trust acquisition mandated by Section 108(f), nor do any of the Department’s regulations. Because, as discussed further below, the trust acquisition here is mandatory, the portions of the Department’s regulations which govern discretionary acquisitions, 25 C.F.R. §§ 151.10, 151.11, do not apply. The Tribe’s submission accordingly follows the guidance for mandatory acquisitions provided in section 3.1.3 of the Department’s *Fee-To-Trust Handbook Version III* (rev. 2, issued Dec. 12, 2013).

Part II.A describes the Tribe and its background. Part II.B details the specific lands that are the subject of this submission and the Tribe’s ownership interest in them, as required by step 2 of section 3.1.3 of the *Fee-to-Trust Handbook*. Part II.C sets forth the statutory authority for the mandatory acquisition: MILCSA § 108. In brief, Part II.C.1 explains that the express language of MILCSA § 108(f) (“shall be held in trust”) imposes a non-discretionary duty on the Secretary to take lands in trust when MILCSA’s requirements are otherwise satisfied; Part II.C.2 explains that MILCSA’s requirements are satisfied here because the Tribe already has acquired or will acquire the Parcels with interest or income from the Self-Sufficiency Fund for the “enhancement or consolidation of tribal lands” within the meaning of MILCSA § 108(c)(5).¹

¹ The Secretary’s non-discretionary duty to take the land into trust does not depend in any way on the purposes for which the land may be used. See 25 C.F.R. § 151.11 (Secretary shall consider the purposes of an off-reservation acquisition only when “the acquisition is not

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Finally, because the statutory authority for this acquisition emanates from a statute other than the Indian Reorganization Act, the Department need not make a determination as to whether the Sault Tribe was “under federal jurisdiction” in 1934 pursuant to *Carcieri v. Salazar*.

A. Tribal History, Recognition, And Name

The Sault Tribe descends from a group of Chippewa Bands who historically occupied and used a wide area in the Upper Great Lakes, bordering Lake Superior, Lake Michigan, and Lake Huron. The Commissioner of Indian Affairs acknowledged the Tribe’s federal recognition on September 7, 1972. The United States first took land into trust for the Tribe by deed dated May 17, 1973 and approved by the Bureau of Indian Affairs on March 7, 1974. The Commissioner of Indian Affairs formally declared the trust land to be a reservation for the Tribe on February 20, 1975. The Tribe’s formal name is the “Sault Ste. Marie Tribe of Chippewa Indians of Michigan.” *See* 75 Fed. Reg. 60810, 60812 (Oct. 1, 2010).

The Tribe’s current trust lands are scattered throughout the eastern and central portions of Michigan’s Upper Peninsula and include approximately 1262 acres in Chippewa County, 37 acres in Alger County, 20 acres in Delta County, 324 acres in Mackinac County, 5 acres in Marquette County, 17 acres in Luce County, and 78 acres in Schoolcraft County. The Tribe also owns the Corner Parcel in the City of Lansing, Ingham County, and 7 acres of restricted land in Huron Charter Township, Wayne County, in Michigan’s Lower Peninsula.

The Tribe is by far the largest tribe in Michigan, with more than 40,000 enrolled members. More than 14,000 tribal members reside in Michigan’s Lower Peninsula, and approximately 11,000 of those tribal members reside within a 100-mile radius of the Lansing metropolitan area. The Tribe’s current trust lands equate to .0427 acres per member.

The Tribe also enjoys judicially recognized treaty rights to hunt, fish, and gather within the vast 1836 Treaty cession area that includes the eastern half of the Upper Peninsula and a huge swath of the Lower Peninsula extending south as far as the Grand River. *See United States v. Michigan*, 471 F. Supp. 192 (W.D. Mich. 1979).

mandated”). In the interest of full disclosure, however, the Tribe currently anticipates that it will conduct gaming activities on each of the Parcels under the terms of the Indian Gaming Regulatory Act (“IGRA”), 25 U.S.C. §§ 2701 *et seq.* At a minimum, the Tribe intends to conduct Class II gaming on the properties; if lawfully permitted under IGRA and under the Tribe’s tribal-state gaming compact with the State of Michigan, the Tribe may also conduct Class III gaming activities. To that end, the Tribe and the City of Lansing have already executed an Intergovernmental Agreement and a Law Enforcement Agreement; the City’s approval of these agreements is testament to the broad support the Tribe’s gaming plans enjoy in the local community.

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B. Acquisition Of The Parcels

The Tribe currently owns the Corner Parcel. *See* Ex. 1 (Warranty Deed for Corner Parcel); Ex. 2 (Title Policy for Corner Parcel). The Tribe also has a binding right to acquire the Showcase Parcel under its Comprehensive Development Agreement with the City of Lansing, Michigan. Title to the Showcase Parcel will be transferred to the Tribe upon acquisition in trust. *See* Ex. 3 (Comprehensive Development Agreement); Ex. 4 (Title Commitment and Proposed Warranty Deed for Showcase Parcel); *see also Fee-to-Trust Handbook* 29 (tribe may submit “written evidence that title will be transferred to the tribe ... upon acquisition in trust” in lieu of current evidence of ownership); Memorandum from Assistant Secretary–Indian Affairs Larry Echo Hawk to Regional Directors and Superintendents, *Updated Guidance on Processing of Mandatory Trust Acquisitions* 4 n.9 (Apr. 6, 2012) (same).

The Corner Parcel comprises .43 acres in the City of Lansing, Michigan. *See* Ex. 5 (Legal Description and Survey for Corner Parcel). The nearby Showcase Parcel comprises 2.26 acres in the City of Lansing, Michigan. *See* Ex. 6 (Legal Description and Survey for Showcase Parcel); *see also* Ex. 7 (Location Map). Both parcels are immediately adjacent to the Lansing Center, a large convention facility owned and operated by the City of Lansing.

The Corner Parcel was acquired using interest or other income generated by the Tribe’s Self-Sufficiency Fund, as described in more detail below. The Showcase Parcel will likewise be acquired using interest or other income generated by the Tribe’s Self-Sufficiency Fund, as described in more detail below. Consistent with the terms of MILCSA, § 108, the Tribe’s Board of Directors expressly authorized this use of the Self-Sufficiency Fund by Resolution 2012-11 (January 24, 2012) (Ex. 8) and reaffirmed that authorization by Resolution 2012-223 (October 29, 2012) (Ex. 9).

C. Statutory Authority

The Michigan Indian Land Claims Settlement Act (“MILCSA”), Pub. L. No. 105-143, 111 Stat. 2652 (1997), provides the statutory authority for this acquisition. As discussed below, Section 108(f) of MILCSA requires the Secretary to take land into trust for the Tribe when the statute’s requirements are met, and those requirements are met here.

1. MILCSA Imposes A Mandatory Trust Obligation When Its Requirements Are Satisfied

The Secretary’s duty to accept the Parcel in trust for the benefit of the Tribe is mandatory under Section 108(f) of MILCSA.

Congress enacted MILCSA in 1997 to settle land claims brought against the United States by a number of Ottawa and Chippewa tribes in Michigan, including the Sault Tribe, and to distribute the judgment funds found to be owing to the tribes. MILCSA’s stated purpose is “to provide for the fair and equitable division of [Indian Claims Commission] judgment funds

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among the beneficiaries and to provide the opportunity for the tribes to develop plans for the use or distribution of their share of the funds.” MILCSA § 102(b).

Section 108 of MILCSA applies exclusively to the Sault Tribe. There, Congress directed the Tribe, through its Board of Directors, to establish a trust fund—the “Self-Sufficiency Fund”—into which the Tribe’s share of the judgment funds would be transferred. MILCSA § 108(a)(1). Congress further specified that the Sault Tribe’s Board “shall be the trustee of the Self-Sufficiency Fund and shall administer the Fund in accordance with the provisions of this section.” *Id.* § 108(a)(2).

Once established, the Self-Sufficiency Fund may be used for purposes defined in Sections 108(b) and 108(c). As relevant here, MILCSA permits the Tribe to expend the “interest or other income of the Self-Sufficiency Fund” in the following ways:

- (1) as an addition to the principal of the Fund;
- (2) as a dividend to tribal members;
- (3) as a per capita payment to some group or category of tribal members designated by the board of directors;
- (4) for educational, social welfare, health, cultural, or charitable purposes which benefit the members of the Sault Ste. Marie Tribe; or
- (5) for consolidation or enhancement of tribal lands.

MILCSA § 108(c). The decision to expend funds for these purposes is vested exclusively in the Tribe’s Board of Directors and is not subject to the review or approval of the Secretary. *See id.* § 108(e)(2). Finally, Section 108(f) provides:

Any lands acquired using amounts from interest or other income of the Self-Sufficiency Fund ***shall be held in trust*** by the Secretary for the benefit of the tribe.

Id. § 108(f) (emphasis added).

Under these unambiguous statutory provisions, the Secretary must take lands into trust for the benefit of the Tribe when—as here—the Tribe uses interest or other income of the Self-Sufficiency Fund to acquire lands for the purposes set forth in Section 108(c), including the “consolidation or enhancement of tribal lands.” *See, e.g., Lopez v. Davis*, 531 U.S. 230, 241 (2001) (contrasting “may” and “shall” and observing that “Congress use[s] ‘shall’ to impose discretionless obligations”).

The Office of the Solicitor has not previously issued a written determination that Section 108(f) mandates that the Secretary take lands into trust when purchased with interest or income from the Self-Sufficiency Fund. However, the Solicitor considered other provisions of

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MILCSA, pertaining to the Bay Mills Indian Community, in a letter to the National Indian Gaming Commission dated December 21, 2010 (“*Bay Mills Op.*”). In that opinion, the Solicitor recognized that because Section 108(f) requires that lands “shall be held in trust by the Secretary,” it “call[s] for a mandatory trust acquisition.” *Bay Mills Op.* 12.² The Solicitor further explained that the same phrase (“shall be held in trust”) appeared in the Bay Mills-specific portions of a draft bill before the House Committee on Resources but that this “mandatory trust language” was replaced in the final bill at the request of the Department of the Interior. *Id.* at 9-10; *see also id.* at 13-14 (“Had Congress retained its original [‘shall be held in trust’] language, the [Bay Mills] Tribe would have had a strong argument that any lands purchased ... would have been subject to mandatory trust acquisition.”).

The Solicitor was correct that the phrase “shall be held in trust” is “mandatory trust language.” *Bay Mills Op.* 9; *see also* DOI, Bureau of Indian Affairs, *Acquisition of Title to Land Held in Fee or Restricted Fee* 8 (2008) (first edition of *Fee-to-Trust Handbook*) (under MILCSA, “the Sault Ste. Marie Tribe of Chippewa Indians [is] authorized to use a portion of the judgment fund for the consolidation and enhancement of tribal landholdings,” and “[t]he Secretary is authorized and **required** to hold any such land” as directed by the statute, including the requirement “that any lands acquired using any interest or income from the Self-Sufficiency Fund shall be held in trust” (emphasis added)). The phrase “shall be held in trust” creates a non-discretionary duty for the Secretary to take land into trust when the provisions of MILCSA are satisfied. A contrary reading would render this language superfluous, because the Secretary already has discretionary authority under other statutes to take lands acquired by the Tribe into trust. *See, e.g.,* Indian Reorganization Act § 5, 25 U.S.C. § 465; *see also, e.g., Corley v. United States*, 556 U.S. 303, 315 (2009) (rejecting government’s proposed construction as “at odds with one of the most basic interpretive canons, that ‘[a] statute should be construed so that effect is given to all its provisions, so that no part will be inoperative or superfluous’”).

2. MILCSA’s Requirements Are Satisfied Here

The requirements of MILCSA have been satisfied with respect to the Parcels, thus triggering the mandatory duty to take the Parcels into trust under MILCSA § 108(f). The Corner Parcel has already been purchased using interest or income of the Self-Sufficiency Fund. *See* Ex. 10 (Affidavit of Sault Tribe CFO William Connolly). With regard to the Showcase Parcel, when the lands are taken into trust, the Board’s Resolution directs that the acquisition be completed using interest or income of the Self-Sufficiency Fund. *See* Ex. 3 (Comprehensive Development Agreement); Ex. 8 (Tribal Resolution). Also, the Tribe’s Board of Directors has determined that acquiring the Parcels satisfies the purposes for which income or interest of the Self-Sufficiency Fund must be used, including “consolidation or enhancement of tribal lands.”

² The Solicitor speculated, without explanation, that this language may have been “a mistake by Congress.” *Bay Mills Op.* 12. However, as the Solicitor herself points out, the original version of MILCSA contained “no explicit language relating to land acquisition.” *Id.* at 11. The later addition of such language indicates that Congress’ action was intentional, as does Congress’ retention of this language despite the Department’s express opposition to it.

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MILCSA § 108(c)(5). The authority to make such a determination is vested exclusively with the Board. *Id.* § 108(e)(2).

The terms “consolidation” and “enhancement” are not defined in MILCSA. Absent a statutory definition, they should be given their plain and ordinary meaning. *See, e.g., Ransom v. FIA Card Servs., N.A.*, 131 S. Ct. 716, 724 (2011). In ordinary usage, “enhance” means “[t]o make greater” or “augment.” *American Heritage Dictionary* 611 (3d ed. 1996); *see also Webster’s New Collegiate Dictionary* 375 (1979) (defining “enhance” as “to make greater”). To “consolidate” means to “reinforce or strengthen [one’s] position” or to “combine (a number of things) into a single more effective or coherent whole.” *New Oxford American Dictionary* 363 (2d ed. 2005); *see also Webster’s New Collegiate Dictionary* 240 (defining “consolidate” as “to make firm or secure” or “to join together into one whole”).

Acquisition of the Parcels will be an “enhancement” of the Tribe’s existing land base because it will augment that land base by increasing the total land possessed by the Tribe. Both in quantity and quality, the Tribe’s current lands are inadequate to support its more than 40,000 members, as explained in more detail below. That problem is pronounced in the Lower Peninsula, where more than 14,000 members of the Tribe reside. Because Section 108(c)(5) is disjunctive—requiring that funds be used for “consolidation *or* enhancement of tribal lands”—an acquisition using income or interest that is judged by the Board to be an enhancement of tribal lands satisfies the provisions of MILCSA and triggers the Secretary’s mandatory duty to take the lands into trust.³

In her prior opinion, the Solicitor considered similar but not identical language elsewhere in MILCSA, which permits the Bay Mills Indian Community to use certain funds for “improvements on tribal land or the consolidation *and* enhancement of tribal landholdings.” *Bay Mills Op.* 4 (quoting MILCSA § 107(a)(3)) (emphasis added). The Solicitor acknowledged that these terms should be given their ordinary meaning. *Id.* She understood the ordinary meaning of “consolidate” to be “unite (various units) into one mass or body,” and she concluded that the acquisition in question would not “unite” Bay Mills’ landholdings because the tribe owned no other lands near the newly acquired lands. *Id.* at 4-5 (noting specifically that Bay Mills owned no other fee lands nearby). Because the Bay Mills language is conjunctive—requiring both consolidation and enhancement, in contrast to MILCSA § 108(c)(5), which applies exclusively to the Sault Tribe—the Solicitor did not need to consider whether the acquisition would be an “enhancement” of Bay Mills’ landholdings. *See id.* at 5-6. But she expressed her “belie[f]” that the acquisition in question also would not be an “enhancement” of Bay Mills’ tribal landholdings because “the term *enhancement* of tribal landholdings means that any Land Trust purchase must somehow enhance (*i.e.*, make greater the value or attractiveness [of]) some other tribal landholding already in existence,” and the site at issue was “very far from all other tribal landholdings.” *Id.* at 6.

³ The Tribe believes that the acquisition of the Parcels will also “consolidate”—*i.e.*, “reinforce or strengthen”—the Tribe’s landholdings within the meaning of MILCSA, but the Secretary need not reach that question here for the reasons given in text.

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Respectfully, that atextual construction of “enhancement” should not be carried over to Section 108(c)(5) of the statute. Nothing in the phrase “enhancement of tribal lands” suggests an implied requirement that the newly acquired lands be closely proximate to or increase the value of a specific preexisting tribal landholding. Subsection 108(c)(5) refers to the “enhancement of tribal lands” generally, not to enhancement of a specific parcel of land, and is thus most naturally read simply to require that the tribe’s landholdings, viewed collectively, be increased. Had Congress intended to require that newly acquired lands augment the value or attractiveness of a specific preexisting landholding, it would have said so. Furthermore, the Solicitor read “consolidation” in the Bay Mills-specific portion of MILCSA to have a geographic proximity requirement (*Bay Mills Op.* 4); reading a similar proximity requirement into “enhancement” would collapse the distinction between those two terms, rendering one or the other superfluous. *See Michigan v. Bay Mills Indian Community*, No. 10-CV-1273, slip op. 3, 10-11 (W.D. Mich. Mar. 29, 2011) (distinguishing between consolidation and enhancement and finding that acquisition of parcel more than 100 miles from existing Bay Mills tribal lands “is an enhancement of tribal landholdings, as the additional land augmented, or made greater, the total land possessed by Bay Mills”), *rev’d on other grounds*, 695 F.3d 406 (6th Cir. 2012), *aff’d*, No. 12-515 (U.S. May 27, 2014). Finally, even if “enhancement” were ambiguous (which it is not) and could be read as the Solicitor suggests, any statutory ambiguity should be resolved in favor of the Tribe under the Indian canon of construction. *See, e.g., Montana v. Blackfeet Tribe*, 471 U.S. 759, 766 (1985).

Nevertheless, acquisition of the Parcels would satisfy even the Solicitor’s narrow reading of “enhancement,” because it would increase the value of the Tribe’s existing landholdings throughout Michigan. Once the parcel is acquired in trust, the Tribe anticipates that it will generate revenues that will be used to improve, restore, or otherwise increase the usefulness or value of the Tribe’s existing lands.

Many tribal members have moved to the southern portion of the State to seek employment opportunities, often as the direct result of relocation efforts sponsored by the Bureau of Indian Affairs. Many of those members are in serious need of tribal services and employment opportunities. The Parcels will provide both economic means and a geographic base to enable the Tribe to address the health, educational, welfare, and cultural needs of these members. At the present time, the Tribe lacks the resources to provide any meaningful direct services to the thousands of its tribal members who live in southern Michigan and in other downstate communities. Commercial development of the land will also enhance the Tribe’s economic self-sufficiency, which is the express, eponymous purpose of the Self-Sufficiency Fund and which is a shared priority of both the Tribe and the federal government in this time of declining federal resources. *See also* H.R. Rep. 105-352, at 8 (1997) (statute “provides for the creation and operation of a self-sufficiency fund by the Sault Ste. Marie Tribe”).

Given these anticipated benefits, the acquisition is also independently justified under Section 108(c)(4) of MILCSA as an expenditure for “educational, social welfare, health, cultural, or charitable purposes which benefit members of the Sault Ste. Marie Tribe.” The acquisition of the Parcel will provide a land base for the thousands of tribal members who live in southern Michigan and other downstate communities, will facilitate the delivery of services to those tribal

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members, will generate revenues necessary for the provision of social services, and will create hundreds of jobs for those members. The Tribal Board of Directors was well aware of these ramifications when it authorized the purchase of the Parcel. *See* Ex. 8 (Tribal Resolution) (mandating that portions of the revenues generated from the land be set aside to support specific social programs for elders, scholarships, and other social welfare purposes, to serve and benefit its membership in southeastern Michigan).

III. CONCLUSION

The Tribe requests that the Secretary promptly accept the Parcel in trust, as required by Section 108(f) of MILCSA.

Contact:

John Wernet
General Counsel
Sault Ste. Marie Tribe of Chippewa Indians
423 Ashmun St.
Sault Ste. Marie, MI 49783
Main: 906-635-6050
Direct: 906-635-8638
Email: jwernet@saulttribe.net

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EXHIBIT 1

WARRANTY DEED TO CORNER PARCEL

UNOFFICIAL COPY



Tx:4042707

11/30/2012 11:27:00 AM

2012 NOV 30 AM 11: 27

 INGHAM COUNTY
 REGISTER OF DEEDS
 RECEIVED

 2012-050944
 CURTIS HERTEL JR
 INGHAM COUNTY MICHIGAN
 REGISTER OF DEEDS
 RECORDED ON:
 12/06/2012 11:59 AM
 PAGES: 4

INGHAM COUNTY TREASURER'S CERTIFICATE
 I HEREBY CERTIFY that there are no TAX LIENS or TITLES
 held by the state or any individual against the within description, and
 all TAXES on same are paid for five years previous to the date of this
 instrument as appears by the records of this office except as stated.

11-30-12 Eric Schertzing, Ingham County Treasurer
 Sec. 135, Act 206, 1893 as amended

[SPACE ABOVE THIS LINE FOR RECORDING INFORMATION]

WARRANTY DEED

THE LANSING ECONOMIC DEVELOPMENT CORPORATION, a Michigan public body corporate, whose address is 309 N. Washington Sq., Suite 016, Lansing, Michigan 48933 (the "Grantor"), CONVEYS and WARRANTS to SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS, a federally recognized Indian Tribe, with an address of 523 Ashmun Street, Sault Ste. Marie, Michigan 49783 ("Grantee"), the real property located in the City of Lansing, County of Ingham, State of Michigan, described as:

See Exhibit A attached hereto and made a part hereof

together with all improvements, tenements, hereditaments, appurtenances, and rights of way incident to the real property, and subject to exceptions as set forth on Exhibit B attached hereto and made a part hereof, in consideration of the payment of the sum of Two Hundred Eighty Thousand and No/100 (\$280,000) Dollars, which Grantor has received and acknowledged to be sufficient.

This property may be located within the vicinity of farm land or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated as of the 1st day of November, 2012

[SIGNATURES AND ACKNOWLEDGEMENTS ON THE FOLLOWING PAGES]



20,596,027.2\050796-00079

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Grantor:

**LANSING ECONOMIC DEVELOPMENT
CORPORATION**LANSING ECONOMIC DEVELOPMENT
CORPORATION, a Michigan public development
corporation,By: Karl R. Dorshimer
Karl Dorshimer
Its: Authorized Designee

I hereby certify that on this 30th day of October 2012, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Karl Dorshimer, the Authorized Designee of the Lansing Economic Development Corporation, a Michigan public development corporation, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of Lansing Economic Development Corporation as a duly authorized officer.

PHYLLIS JEAN DAHL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Sept. 20, 2013
Acting in the County of Ingham

[Signature]
Notary Public
County, MICHIGAN
Acting in _____ County
My Commission Expires: _____

<u>City Treasurer's Certificate</u>	<u>County Treasurer's Certificate</u>
Drafted by: G. Alan Wallace, Esq. Miller Canfield Paddock & Stone, PLC Suite 900 One Michigan Avenue Lansing, Michigan 48933	After recording return to: John Wernet 523 Ashmun Street Sault Ste. Marie, Michigan 49783
Recording fee: \$ _____ Transfer taxes: \$ _____	

20,596,027.2\050796-00079

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Exhibit A – Legal Description
(Corner Parcel)

Land situated in the **City of Lansing, County of Ingham, State of Michigan**, and described as follows:

Part of Lot 7, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the plat thereof as recorded in Liber 2 of Plats, Page 36, Ingham County Records, AND ALSO parts of Block 1 and a vacated alley adjacent thereto in Downer's Subdivision on Lot 7, Block 245, City of Lansing, Michigan, according to the plat thereof as recorded in Liber 1 of Plats, Page 37, Ingham County Records, commencing at the Southeast corner of said Block 245, thence West on the North line of Michigan Avenue 149.65 feet; thence North 58.64 feet and West 19.3 feet and North 60.77 feet along the face of a building wall to a point; thence South 89 degrees 53 minutes 37 seconds East 168.82 feet to the West line of Cedar Street; thence South on said line 119.22 feet to the point of beginning.

SUBJECT PROPERTY IS ALSO DESCRIBED IN PLOT PLAN BY KEBS, INC., DATED JANUARY 20, 2012, BEING JOB NO. 84678.BND-1 AS FOLLOWS:

Legal Description of Corner Parcel: A parcel of land in the Northeast 1/4 of Section 16, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, being part of Lot 7 and vacated Depot Street, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36, 37 and 38, Ingham County Records and also those parts of Block 1 and a vacated alley adjacent thereto and vacated Depot Street in Downer's Subdivision on Lot 7, Block 245, City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 1 of Plats, Page 37, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence North 89 degrees 25 minutes 43 seconds West along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence North 00 degrees 37 minutes 58 seconds East 57.75 feet to the Southeast corner of said Block 245 and the point of beginning of this description; thence North 89 degrees 25 minutes 43 seconds West along the South line of said Block 245 and the North line of Michigan Avenue 149.67 feet; thence North 00 degrees 34 minutes 58 seconds East along a building wall line 59.23 feet; thence North 89 degrees 25 minutes 02 seconds West continuing along the building wall line 18.70 feet; thence North 00 degrees 35 minutes 20 seconds East continuing along the building wall line 60.17 feet; thence South 89 degrees 21 minutes 51 seconds East 168.46 feet to the West line of Cedar Street; thence South 00 degrees 37 minutes 58 seconds West along said West line 119.22 feet to the point of beginning.

Tax Parcel I.D. No33-01-01-16-253-122

Commonly known as: vacant land on E. Michigan Ave., Lansing, Michigan

20,596,027.2\050796-00079


Exhibit B-Exceptions to Title

1. Taxes and assessments which constitute a lien, but are not yet due and payable.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
3. Any charges, fees or assessments arising from municipal regulations or requirements, including but not limited to, water, sewer, septic systems, utilities and improvements and code enforcements.
4. Assessment for Principal Shopping District.
5. The rights of City of Lansing reserved pursuant to that certain Grant of Easement for Sanitary Sewer dated November 1, 2012, and recorded in Instrument No. 2012-050942 of the 2 Ingham County Records.
6. The rights of City of Lansing reserved pursuant to that certain Grant of Easement for Electrical Overhead, Guying, Underground Transmission, Watermain and Steam Distribution dated November 1, 2012, and recorded in Instrument No. 2012-050943, of the Ingham County Records. 3
7. Terms and conditions of a Temporary Easement for Storm Water Drainage Agreement by and between the City of Lansing, a Michigan municipal corporation and the Sault Ste. Marie Tribe of Chippewa Indians, a federally recognized Indian Tribe, dated November 1, 2012, and recorded in Instrument No. _____, Ingham County Records. 5
8. The terms conditions, restrictions and obligations set forth in that certain Comprehensive Development Agreement (For the Kewadin Grand River Casino Development Project) by and between Sault St. Marie Tribe of Chippewa Indians and the Kewadin Casinos Gaming Authority, a duly authorized entity created under the laws of the Sault Ste. Marie Tribe of Chippewa Indians and the City of Lansing, a Michigan municipal corporation and Lansing Economic Development Corporation, a Michigan public development corporation and Lansing Future LLC, a Michigan limited liability company, dated January 23, 2012, and recorded October 26, 2012, in Instrument No. 2012-044369, of the Ingham County Records.
9. Sanitary sewer, storm sewer and underground electric lines enter and exit property as disclosed in a certain ALTA/ACSM Land Title Survey by KEBS, INC., Engineering and Land Surveying dated July 20, 2012, being Job Number 84678.ALT-1.
10. Encroachment of curb at Southeast side of parcel as disclosed in a certain ALTA/ACSM Land Title Survey by KEBS, INC., Engineering and Land Surveying dated July 20, 2012, being Job Number 84678.ALT-1.
11. Encroachment of asphalt and curb on the North side of the parcel as disclosed in a certain ALTA/ACSM Land Title Survey by KEBS, INC., Engineering and Land Surveying dated July 20, 2012, being Job Number 84678.ALT-1.
12. Building from adjacent land encroaches along west property line as disclosed in a certain ALTA/ACSM Land Title Survey by KEBS, INC., Engineering and Land Surveying dated July 20, 2012, being Job Number 84678.ALT-1.
13. Terms and conditions of Corner Parcel Lease Agreement by and between Sault Ste. Marie Tribe of Chippewa Indians, a federally recognized Indian Tribe, as Landlord, and City of Lansing, as Tenant, dated November 1, 2012.

**Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to Trust Acquisition
Lansing, Michigan parcels**

EXHIBIT 2

TITLE POLICY FOR CORNER PARCEL

 First American Title	Owner's Policy of Title Insurance
Owner's Policy	
	POLICY NUMBER 5011400-0451886e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

For Reference:

File #: WS11447



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

W. J. Sheal

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

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Policy # : 5011400-0451886e

COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy.
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

Policy # : 5011400-0451886e

CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice

of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.



***First American
Title Insurance Company***

SCHEDULE A

Name and Address of Title Insurance Company: **First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707**

File No. **WS11447**

Amount of Insurance
\$280,000.00

Date of Policy
December 6, 2012 at 12:00pm

Policy Number
5011400-0451886e

1. Name of Insured:

Sault Ste. Marie Tribe of Chippewa Indians, a federally recognized Indian Tribe

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Sault Ste. Marie Tribe of Chippewa Indians, a federally recognized Indian Tribe

4. The Land referred to in this policy is situated in the **City of Lansing, County of Ingham, State of Michigan**, and described as follows:

See Schedule C attached for Legal Description



***First American
Title Insurance Company***

SCHEDULE B

File No. **WS11447**

Policy No. **5011400-0451886e**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses which arise by reason of:

1. Taxes and assessments which constitute a lien, but are not yet due and payable.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
3. Any charges, fees or assessments arising from municipal regulations or requirements, including but not limited to, water, sewer, septic systems, utilities and improvements and code enforcements.
4. Assessment for Principal Shopping District.
5. Those rights Granted to the City of Lansing pursuant to that certain Grant of Easement for Sanitary Sewer dated November 1, 2012, and recorded December 6, 2012, in Instrument No. 2012-050942 of the Ingham County Records.
6. Those rights Granted to the City of Lansing pursuant to that certain Grant of Easement for Electrical Overhead, Guying, Underground Transmission, Watermain and Steam Distribution dated November 1, 2012, and recorded December 6, 2012, in Instrument No. 2012-050943, of the Ingham County Records.
7. The terms conditions, restrictions and obligations set forth in that certain Comprehensive Development Agreement (For the Kewadin Grand River Casino Development Project) by and between Sault Ste. Marie Tribe of Chippewa Indians and the Kewadin Casinos Gaming Authority, a duly authorized entity created under the laws of the Sault Ste. Marie Tribe of Chippewa Indians and the City of Lansing, a Michigan municipal corporation and Lansing Economic Development Corporation, a Michigan public development corporation and Lansing Future LLC, a Michigan limited liability company, dated January 23, 2012, and recorded October 26, 2012, in Instrument No. 2012-044369, of the Ingham County Records.
8. Sanitary sewer, storm sewer and underground electric lines enter and exit property as disclosed in a certain ALTA/ACSM Land Title Survey by KEBS, INC., Engineering and Land Surveying dated July 20, 2012, being Job Number 84678.ALT-1.
9. Encroachment of curb at Southeast side of parcel as disclosed in a certain ALTA/ACSM Land Title Survey by KEBS, INC., Engineering and Land Surveying dated July 20, 2012, being Job Number 84678.ALT-1.
10. Encroachment of asphalt and curb on the North side of the parcel as disclosed in a certain ALTA/ACSM Land Title Survey by KEBS, INC., Engineering and Land Surveying dated July 20, 2012, being Job Number 84678.ALT-1.
11. Building from adjacent land encroaches along west property line as disclosed in a certain ALTA/ACSM Land Title Survey by KEBS, INC., Engineering and Land Surveying dated July 20, 2012, being Job Number 84678.ALT-1.
12. Terms and conditions of a Temporary Easement for Storm Water Drainage Agreement by and between the City of Lansing, a Michigan municipal corporation and the Sault Ste. Marie Tribe of Chippewa Indians, a federally recognized Indian Tribe, dated November 1, 2012, and recorded December 6, 2012, in Instrument No. 2012-050945, Ingham County Records.
13. Terms and conditions of corner parcel Lease Agreement by and between Sault Ste. Marie Tribe of Chippewa Indians, a federally recognized Indian Tribe, as Landlord, and City of Lansing, as Tenant, dated November 1, 2012.



***First American
Title Insurance Company***

SCHEDULE C

File No. **WS11447**

Policy No.

Part of Lot 7, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the plat thereof as recorded in Liber 2 of Plats, Page 36, Ingham County Records, AND ALSO parts of Block 1 and a vacated alley adjacent thereto in Downer's Subdivision on Lot 7, Block 245, City of Lansing, Michigan, according to the plat thereof as recorded in Liber 1 of Plats, Page 37, Ingham County Records, commencing at the Southeast corner of said Block 245, thence West on the North line of Michigan Avenue 149.65 feet; thence North 58.64 feet and West 19.3 feet and North 60.77 feet along the face of a building wall to a point; thence South 89 degrees 53 minutes 37 seconds East 168.82 feet to the West line of Cedar Street; thence South on said line 119.22 feet to the point of beginning.

SUBJECT PROPERTY IS ALSO DESCRIBED IN PLOT PLAN BY KEBS, INC., DATED JANUARY 20, 2012, BEING JOB NO. 84678.BND-1 AS FOLLOWS:

Legal Description of Corner Parcel: A parcel of land in the Northeast 1/4 of Section 16, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, being part of Lot 7 and vacated Depot Street, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36, 37 and 38, Ingham County Records and also those parts of Block 1 and a vacated alley adjacent thereto and vacated Depot Street in Downer's Subdivision on Lot 7, Block 245, City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 1 of Plats, Page 37, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence North 89 degrees 25 minutes 43 seconds West along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence North 00 degrees 37 minutes 58 seconds East 57.75 feet to the Southeast corner of said Block 245 and the point of beginning of this description; thence North 89 degrees 25 minutes 43 seconds West along the South line of said Block 245 and the North line of Michigan Avenue 149.67 feet; thence North 00 degrees 34 minutes 58 seconds East along a building wall line 59.23 feet; thence North 89 degrees 25 minutes 02 seconds West continuing along the building wall line 18.70 feet; thence North 00 degrees 35 minutes 20 seconds East continuing along the building wall line 60.17 feet; thence South 89 degrees 21 minutes 51 seconds East 168.46 feet to the West line of Cedar Street; thence South 00 degrees 37 minutes 58 seconds West along said West line 119.22 feet to the point of beginning.

ENDORSEMENT

Attached to Policy No. 5011400-0451886e

Issued By

First American Title Insurance Company

File Number **WS11447**

1. The Company insures the Insured against loss or damage sustained by reason of the land insured by the policy not being the same as that delineated on the ALTA/ACSM Land Title Survey by KEBS, INC., Engineering and Land Surveying dated July 20, 2012, designated Job Number 84678.ALT-1.
2. The Company hereby insures the Insured against loss sustained in the event that the assurance herein shall prove to be incorrect.
3. This Endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior Endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any Endorsements, nor does it extend the effective date of the Policy and any prior Endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

By: 
Authorized Signature

ENDORSEMENT

Attached to Policy No. 5011400-0451886e

Issued By

First American Title Insurance Company

File Number **WS11447**

1. The Company insures the Insured against loss or damage sustained by reason of the land insured by the Policy not abutting physically open public streets known as **Michigan Avenue and Cedar Street**.
2. This Endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior Endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any Endorsements, nor does it extend the effective date of the Policy and any prior Endorsements, nor does it increase the face amount thereof.

First American Title Insurance Company

By: 
Authorized Signature



First American Title

**COVENANTS, CONDITIONS AND RESTRICTIONS – UNIMPROVED LAND –
OWNER'S POLICY ENDORSEMENT**

Issued by

First American Title Insurance Company

Attached to Policy No.: 5011400-0451886e

File No.: WS11447

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
 - b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

First American Title Insurance Company



Dennis J. Gilmore

Dennis J. Gilmore
President

Timothy Kemp

Timothy Kemp
Secretary

By: *Mr. J. Meach*
Authorized Countersignature

ENDORSEMENT

Attached to Policy No.: 5011400-0451886e

Issued By

First American Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

First American Title Insurance Company

WILLIAM T. SHEAHAN TITLE COMPANY

By: 
Authorized Signature

Policy # : 5011400-0451886e

CONDITIONS (Continued)

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

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CONDITIONS (Continued)

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title

Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way; Santa Ana, CA 92707. Phone: 888-632-1642.**

Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to Trust Acquisition
Lansing, Michigan parcels

EXHIBIT 3

COMPREHENSIVE DEVELOPMENT AGREEMENT

[Space Above This Line is for Recording Information]

COMPREHENSIVE DEVELOPMENT AGREEMENT

(For the Kewadin Grand River Casino Development Project)

by and between

SAULT ST. MARIE TRIBE OF CHIPPEWA INDIANS

**and the Kewadin Casinos Gaming Authority, a duly authorized entity created under the laws
of the Sault Ste. Marie Tribe of Chippewa Indians,**

and

CITY OF LANSING

a Michigan municipal corporation

and

LANSING ECONOMIC DEVELOPMENT CORPORATION

a Michigan public development corporation

and

LANSING FUTURE LLC,

a Michigan limited liability company

January 23, 2012

Comprehensive Development Agreement for the
Kewadin Grand River Casino Development

COMPREHENSIVE DEVELOPMENT AGREEMENT

This Comprehensive Development Agreement (the “Agreement”) is made as of January 23, 2012, between the City of Lansing, a Michigan municipal body corporate (the “City”), the Lansing Economic Development Corporation, a Michigan public development corporation organized under P.A. 338 of 1974, as amended, (the “LEDC”), Lansing Future LLC, a Michigan limited liability company (the “Developer”), and the Sault Ste. Marie Tribe of Chippewa Indians, a federally-recognized Indian Tribe, and the Kewadin Casinos Gaming Authority, a duly authorized entity created under the laws of the Sault Ste. Marie Tribe of Chippewa Indians (and collectively referred to as the “Tribe”). All four entities are collectively referred to herein as the “Parties” and each individually as a “Party” where appropriate.

RECITALS

- A. The City holds title to certain parcels of real property located adjacent to the Lansing Center near the intersection of Cedar Street and Michigan Avenue, referred to herein as the “Elevated Parking Ramp Parcel” and the “Showcase Casino Parcel” and more specifically defined in Article 1 below.
- B. The City also holds title to a certain parcel of real property located north of Cooley Law School Stadium, referred to herein as the “City Maintenance Garage Parcel” and more specifically defined in Article 1 below.
- C. The LEDC holds title to a certain parcel of real property located adjacent to the Lansing Center near the intersection of Cedar Street and Michigan Avenue, referred to herein as the “Corner Parcel” and more specifically defined in Article 1 below.
- D. The Tribe, pursuant to the laws of the Sault St. Marie Tribe of Chippewa Indians, has duly granted and authorized the Kewadin Casinos Gaming Authority to enter into this Agreement and otherwise act on its behalf with respect to actions, obligations, duties and requirements associated with the Project or described herein.
- E. Prior to the execution of this Agreement, the Developer has contracted with the Tribe, by way of separate contract, to provide financial assistance to the Tribe relative to the tribal gaming facilities, to be owned, operated and maintained by the Tribe, on real property described herein and currently owned by the City and LEDC.
- F. The Tribe has requested that the City and LEDC transfer, as more specifically described herein, all or a portion of the Corner Parcel and the Showcase Casino Parcel to the Tribe for fair market value to further the development and operation of one or more licensed Indian gaming facilities.
- G. Upon acquiring title to the real property owned by the City and the LEDC, the Tribe intends to take the necessary steps to establish its right to conduct tribal gaming on both parcels pursuant to Indian Gaming Regulatory Act, being 25 U.S.C., Section 2701 *et seq.*

- H. Once the Tribe establishes its right to conduct Indian gaming, the Tribe intends to construct a separate temporary Indian gaming casino on the Corner Parcel currently owned by the LEDC. Following commencement of Indian gaming operations in the temporary casino, the Tribe shall begin construction of a permanent casino (the "Showcase Casino Facility" as defined in Article 1 below) north of the Lansing Center on property currently owned by the City. The Showcase Casino Facility shall contain approximately Two Hundred Seventy Nine Thousand (279,000) square feet, of which approximately One Hundred Twenty Five Thousand (125,000) square feet will consist of Indian gaming floor space. Construction of the permanent casino shall require a minimum capital investment of approximately One Hundred Thirty-Five Million Dollars (\$135,000,000.00). Upon completion of the Showcase Casino Facility, the Tribe intends to either begin construction of a "boutique casino" in place of the temporary casino on the Corner Parcel or endeavor to work with the City to reach a mutually agreeable re-use of the Corner Parcel.
- I. In addition to the Indian gaming operations previously described, the Parties desire to construct an approximately Four Hundred (400) space elevated parking ramp on the Elevated Parking Ramp Parcel above the Lansing Center's current loading dock area on property currently owned by the City to support the increased need for parking near the Lansing Center in downtown Lansing.
- J. Prior to the Tribe's Commencement of Construction, as defined in Article 1 below, of the Showcase Casino Facility, the Parties have proposed the sale of the City Maintenance Garage Parcel to the Developer for fair market value. Subsequent to acquiring title, the Developer would demolish the current City Maintenance Garage and construct an approximately Ninety (90) foot public right of way connecting N. Cedar Street and S. Larch Street that would be conveyed to the City for use and dedication as a public right of way.
- K. To accommodate the increased need for parking in the immediate vicinity of the Showcase Casino Facility, the Developer, with the possibility of other private third parties, proposes construction of an approximately Two Thousand Five Hundred (2,500) space parking ramp north of Cooley Law School Stadium.
- L. Given the complexity and scope of this development effort, the Parties intend for this Agreement to be a framework for each phase of development and to set forth each Party's respective undertakings and obligations regarding the real property currently owned by the City and LEDC, along with the terms and conditions governing the Project.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties hereby covenant and agree as follows:

Article 1: DEFINITIONS

1.1 “Affiliates” or “Affiliate” means (a) any shareholder, member, partner or joint venture member of Developer; (b) any person which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with, the Developer or any of its shareholders, members, partners or joint venture members; and (c) any person for which ten percent (10%) or more of the equity interest in such person is held directly or indirectly, beneficially or of record by (i) Developer; (ii) any of Developer’s shareholders, members, partners or joint venture members; or (iii) any Affiliate of Developer under clause (b) of this definition. For purposes of this definition, “person” shall mean any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership trust, or unincorporated organization.

1.2 “Boutique Casino Facility” means the boutique Indian gaming casino that may be constructed on the Corner Parcel in place of the Temporary Casino Facility upon completion of the Showcase Casino Facility.

1.3 “City Council” means the Lansing City Council.

1.4 “City Maintenance Garage” means the structure commonly known as the City Maintenance Garage located on the City Maintenance Garage Parcel as referenced on Exhibit B.

1.5 “City Maintenance Garage Parcel” means the real property described on Exhibit B to this Agreement, together with all rights, covenants, rights of way and appurtenances belonging or in anyway appertaining thereto.

1.6 “City Market Drive” means the real property described on Exhibit D to this Agreement and labeled “Museum Drive”, together with all rights, covenants and appurtenances belonging or in anyway appertaining thereto.

1.7 “Commencement of Construction” means the earlier of either the first day that the footings are poured for the construction of any building or structure described herein or the first day when any soil is removed, excavated or otherwise disturbed from its current condition as of the Effective Date.

1.8 “Corner Parcel” means the real property described in Exhibit C to this Agreement, together with all rights, covenants, rights of way and appurtenances belonging or in any way appertaining thereto.

1.9 “Corner Parcel Option” means the Tribe’s right to purchase the Corner Parcel, which right to purchase shall terminate on August 1, 2012, as set forth in Article 2.

1.10 “Corner Parcel Closing Agreement” means the written agreement between the Parties, executed before the Corner Parcel Closing Date that shall (i) set forth the written acknowledgement of the Parties of the conveyance of the Corner Parcel from the LEDC to the Tribe; (ii) govern the conveyance of title to the Corner Parcel from the LEDC to the Tribe; and (iii) confirm the irrevocable commitment of the Parties to proceed with the closing of the Corner

Parcel and their other respective covenants and obligations under this Agreement, subject only to the satisfaction of any additional pre-closing conditions set forth in the Corner Parcel Closing Agreement.

1.11 "Corner Parcel Closing Date" means the deadline by which the Tribe must close on the Corner Parcel, being August 1, 2012, except as such date may be extended in accordance with Section 2.2 of this Agreement.

1.12 "Corner Parcel Pre-Closing Period" shall mean the time period beginning on the Effective Date and continuing through and until 5:00 p.m. EST on August 1, 2012, except as such date may be extended in accordance with Section 2.2 of this Agreement, or by mutual written consent of the Parties in accordance with Section 3.7.2.

1.13 "Corner Parcel Site Plan" shall mean the plans, specifications and drawings for the construction and development of the Temporary Casino Facility developed by the Developer and Tribe and submitted to the City for approval in accordance with the terms and conditions of this Agreement, including but not limited to Section 3.2.4.

1.14 "Corner Parcel Survey" means an "as-built" ALTA survey of the Corner Parcel, certified to ALTA requirements and complying with such of the minimum standard details, 2005 revisions, as the City reasonably requires, prepared at Developer's expense by an engineer or surveyor who is licensed in the State of Michigan and acceptable to City, which survey shall: (i) include a legal description of the Corner Parcel by metes and bounds (including a reference to a recorded plat, if any), and a computation of the area comprising the Corner Parcel in both acre, gross square feet and net square feet (to the nearest one-hundredth of said respective measurement); (ii) accurately show the location on the Corner Parcel of all improvements, buildings and set-back lines, fences, evidence of abandoned fences, ponds, creeks, streams, rivers, officially designated 100-year flood plains and flood prone areas, canals, ditches, easements, roads, rights-of-way and encroachments; (iii) be certified, and re-certified on an updated "as-built" basis at the time of the completion of the Corner Parcel, to the Developer, the City and the Title Company; (iv) legibly identify any and all recorded matters shown on the Corner Parcel Title Commitment on said survey by appropriate volume and page recording references; (v) show the location of all adjoining streets; and (vi) be satisfactory to the Title Company so as to permit it to amend the standard survey exception in the Corner Parcel Title Policy to be issued to the Developer in connection with the closing.

1.15 "Corner Parcel Title Commitment" means a current commitment issued by the Title Company to the Tribe pursuant to the terms of which the Title Company shall commit to issue the Corner Parcel Title Policy (as defined below) to the Tribe in accordance with the provisions of this Agreement, and initially reflecting all matters which would be listed as exceptions to coverage on the Corner Parcel Title Policy.

1.16 "Corner Parcel Title Policy" means an ALTA Extended Coverage Owner's Policy of Title Insurance, issued by the Title Company as required by the Corner Parcel Closing Agreement, at the cost and expense of the Developer or Tribe, together with the following endorsements: (i) comprehensive endorsement; (ii) access endorsement; (iii) survey endorsement;

(iv) separate tax parcel endorsement; and (v) such other endorsements as are reasonably and customarily required by the Developer or Tribe and approved by the City.

1.17 "Effective Date" means the date the Parties are duly authorized to execute this Agreement.

1.18 "Elevated Parking Ramp" means the elevated parking structure containing approximately Four Hundred (400) parking spaces to be constructed on the Elevated Parking Ramp Parcel.

1.19 "Elevated Parking Ramp Parcel" means the real estate described in Exhibit E to this Agreement, together with all rights, covenants, rights of way and appurtenances belonging or in any way appertaining thereto.

1.20 "Environmental Laws" means all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitations, the Clean Air Act, 42 U.S.C., Section 7401 *et seq.*; the Clean Water Act, 33 U.S.C., Section 1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C., Section 136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 42 U.S.C., Section 4321 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C., Section 651 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C., Section 300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Section 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act, 15 U.S.C., Section 2601 *et seq.*; the Federal Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 *et seq.*; the Atomic Energy Act, 42 U.S.C., Section 2011 *et seq.*; and the Michigan Natural Resources and environmental Protection Act, MCL 324.3101-.21551, with implementing regulations and to the extent legally enforceable, guidelines. Environmental Laws shall also include all state, regional, county, municipal and other local laws, regulations, rules and ordinances insofar as they purport to regulate human health, the environment.

1.21 "Event of Default" means any of the events listed in Section 4.5 of this Agreement.

1.22 "Expansion Ramp" means the construction and operation of an approximately 2,500 space parking ramp, and any and all attendant residential or commercial developments contemplated as part of the construction of the Expansion Ramp.

1.23 "Indian Gaming" means any form of gaming operated by the Tribe, or any other entity authorized by the Tribe, pursuant to IGRA.

1.24 "Intergovernmental Agreement" or "IGA" means the written agreement or agreements between the City and the Tribe, relative to essential services provided by the City to the Temporary Casino Facility on the Corner Parcel, the Showcase Casino Facility on the Showcase Casino Parcel and/or the subsequent Boutique Casino Facility on the Corner Parcel.

1.25 “IGRA” means the Indian Gaming Regulatory Act, Pub. L. No. 100-497, 25 U.S.C. § 2701, *et seq.*

1.26 “Lansing Center” means the real property and structure thereon commonly known as the Lansing Convention Center located at 333 East Michigan Avenue, Lansing, Michigan 48933 and owned by LEPFA.

1.27 “Legal Claim” means any demand, cause of action, suit, administrative, civil or criminal proceeding asserted by or against any Party to this Agreement that would preclude any form of gaming.

1.28 “LEPFA” means the Lansing Entertainment & Public Facilities Authority, an administrative authority and agency of the City.

1.29 “Mayor” means the duly elected Mayor of the City of Lansing, Michigan.

1.30 “Michigan Indian Land Claims Settlement Act” or “MILCSA” means the Michigan Indian Land Claims Settlement Act, being Pub. L. No 105-143, § 108 (1997) (“MILCSA”).

1.31 “Permitted Exceptions” means liens for taxes not yet due and payable and all other items of record approved by the Developer during the Due Diligence Period

1.32 “Permanent Interior Access Area” means the space within the Lansing Center where the Showcase Casino Facility will be connected to the Lansing Center.

1.33 “Permanent Interior Access Area Plans” shall mean the plans, specifications and drawings for the construction and development of the Permanent Interior Access Area within the Showcase Casino Facility and describing how the Lansing Center will be modified or connected to the Showcase Casino Facility, developed by the Tribe and submitted to the City for approval in accordance with the terms and conditions of this Agreement, including but not limited to Section 3.2.9.

1.34 “Phase I Development” means the satisfaction or waiver of all terms, conditions and obligations under Article 3 in accordance with this Agreement.

1.35 “Phase II Development” means the satisfaction or waiver of all terms, conditions and obligations under Article 4 in accordance with this Agreement.

1.36 “Phase III Development” means the satisfaction or waiver of all terms, conditions and obligations under Article 5, in accordance with this Agreement.

1.37 “Project” shall have the meaning set forth above in the Recitals and include (i) the development and construction of the Temporary Casino Facility, Showcase Casino Facility and Boutique Casino Facility, if necessary; (ii) the development and construction of the Temporary Interior Leasable Space and the Permanent Interior Access Area; (iii) the development and construction of the Elevated Parking Ramp and Relocated City Market Drive; and (iv) the

demolition of the City Garage and construction of the public right of way between Cedar Street and Larch Street in accordance with the terms and conditions of this Agreement.

1.38 “Project Completion” means the Parties have waived or otherwise satisfied all obligations and duties herein, and have completed construction and are operating or legally allowed to operate, the Temporary Casino Facility and the Showcase Casino Facility, and that the Elevated Parking Ramp is constructed as set forth in this Agreement.

1.39 “Relocated City Market Drive” means the new City Market Drive as more specifically described in attached Exhibit F.

1.40 “Showcase Casino Parcel” means the real estate described on Exhibit A to this Agreement, together with all rights, covenants, rights of way and appurtenances belonging or in anyway appertaining thereto.

1.41 “Showcase Casino Parcel Survey” means an “as-built” ALTA survey of the Showcase Casino Parcel, certified to ALTA requirements and complying with such of the minimum standard details, 2005 revisions, as the City reasonably requires, prepared at Developer’s expense by an engineer or surveyor who is licensed in the State of Michigan and acceptable to City, which survey shall: (i) include a legal description of the Corner Parcel by metes and bounds (including a reference to a recorded plat, if any), and a computation of the area comprising the Showcase Casino Parcel in both acre, gross square feet and net square feet (to the nearest one-hundredth of said respective measurement); (ii) accurately show the location on the Showcase Casino Parcel of all improvements, buildings and set-back lines, fences, evidence of abandoned fences, ponds, creeks, streams, rivers, officially designated 100-year flood plains and flood prone areas, canals, ditches, easements, roads, rights-of-way and encroachments; (iii) be certified, and re-certified on an updated “as-built” basis at the time of the completion of the Showcase Casino Parcel, to the Developer, the City and the Title Company; (iv) legibly identify any and all recorded matters shown on the Showcase Casino Parcel Title Commitment on said survey by appropriate volume and page recording references; (v) show the location of all adjoining streets; and (vi) be satisfactory to the Title Company so as to permit it to amend the standard survey exception in the Showcase Casino Parcel Title Policy to be issued to the Developer in connection with the closing.

1.42 “Showcase Casino Parcel Closing Agreement” means the written agreement between the Parties, executed before the Corner Parcel Closing Date that shall (i) set forth the written acknowledgement of the Parties of the conveyance of the Showcase Casino Parcel from the City to the Tribe; (ii) govern the conveyance of title to the Showcase Casino Parcel from the City to the Tribe by warranty deed; and (iii) confirm the irrevocable commitment of the Parties to proceed with the closing of the Showcase Casino Parcel and their other respective covenants and obligations set forth in this Agreement and subject only to the satisfaction of any additional pre-closing conditions set forth in the Showcase Casino Parcel Closing Agreement.

1.43 “Showcase Casino Site Plan” shall mean the plans, specifications and drawings for the construction of the Showcase Casino Facility, developed by the Tribe and submitted to the City for approval in accordance with the terms and conditions of this Agreement, including but not limited to Section 3.2.8.

1.44 "Showcase Casino Parcel Title Commitment" means a current commitment issued by the Title Company to the Tribe pursuant to the terms of which the Title Company shall commit to issue the Showcase Casino Parcel Title Policy (as defined below) to the Tribe in accordance with the provisions of this Agreement, and initially reflecting all matters which would be listed as exceptions to coverage on the Showcase Casino Parcel Title Policy.

1.45 "Showcase Casino Parcel Title Policy" means an ALTA Extended Coverage Owner's Policy of Title Insurance, issued by the Title Company at the cost and expense of the Developer and Tribe, together with the following endorsements: (i) comprehensive endorsement; (ii) access endorsement; (iii) survey endorsement; (iv) separate tax parcel endorsement; and (v) such other endorsements as are reasonably and customarily required by the Developer and Tribe, and approved by the City.

1.46 "Showcase Casino Facility" means the permanent Indian gaming casino to be constructed and located on the Showcase Casino Parcel.

1.47 "Showcase Casino Facility Business Plan" shall mean the budget for the cost of constructing the Showcase Casino Facility pursuant to the approved Showcase Casino Facility Site Plan in accordance with the terms and conditions of this Agreement to be a fully functioning and operational Indian gaming facility.

1.48 "Temporary Casino Facility" means the temporary Indian gaming casino to be located and constructed on the Corner Parcel.

1.49 "Temporary Casino Facility Business Plan" means the budget for the cost of constructing the Temporary Casino Facility pursuant to the approved Corner Parcel Project Site Plan.

1.50 "Temporary Interior Leasable Space" means the space within the southeast corner of the Lansing Center for administrative offices and other functions with regard to the operation and management of the Temporary Casino Facility.

1.51 "Temporary Interior Leasable Space Plan" means the plans, specifications and drawings for the construction and development of the Temporary Interior Leasable Space developed by the Developer and Tribe and submitted to the City for approval in accordance with the terms and conditions of this Agreement, including but not limited to Section 3.2.5.

1.52 "Tribal Board of Directors" means the Tribe's twelve member governing Board of Directors.

Article 2: RIGHT TO PURCHASE

2.1 Agreement to Purchase and Construct. Subject to each Party's respective governing boards approving this Agreement, the Tribe agrees to purchase and the LEDC agrees to sell, the Corner Parcel subject to the deadlines, terms and conditions stated herein. After the Tribe closes on the acquisition of the Corner Parcel, the Tribe shall be required to construct the Temporary Casino Facility on the Corner Parcel, subject to satisfaction or waiver of all contingencies stated herein. The Tribe's election to close on the Corner Parcel shall also obligate

the City to sell to the Tribe, and Tribe to purchase from the City, the Showcase Casino Parcel and thereafter complete construction of the Showcase Casino Facility, subject to the Corner Parcel being eligible for conducting gaming under federal law and subject to the deadlines, terms and conditions stated herein.

2.2 Term of the Corner Parcel Option. The Tribe must close or execute the Corner Parcel Closing Agreement for the purchase of the Corner Parcel no later than August 1, 2012. If the Tribe fails to close on the acquisition of the Corner Parcel prior to August 1, 2012, then the Tribe's right to acquire the Corner Parcel and the Showcase Casino Parcel shall terminate automatically; provided, however, that if any Legal Claim is asserted by or against any Party to this Agreement prior to closing on the acquisition of the Corner Parcel, the Tribe's right to acquire the Corner Parcel and obligation to acquire the Showcase Casino Parcel and construct the Showcase Casino Facility shall be extended pending resolution of the Legal Claim, but in no event extend beyond 5:00 PM EST on January 1, 2017, regardless of the assertion of a Legal Claim, unless extended by the written consent of the Tribe, Developer and City.

PHASE I DEVELOPMENT

Article 3: DUE DILIGENCE, WARRANTIES AND COVENANTS DURING THE CORNER PARCEL PRE-CLOSING PERIOD

3.1 Overview and Initial Covenants The Corner Parcel Pre-Closing Period shall begin on the Effective Date and extend through 5:00 PM EST on August 1, 2012. The Corner Parcel Pre-Closing Period may be extended because of the assertion of a Legal Claim as stated in Section 2.2 above during the Corner Parcel Pre-Closing Period, or, if a Legal Claim is not asserted, for a period of 200 days from the expiration of the Corner Parcel Pre-Closing Period, or longer, as agreed to in writing by all Parties hereto. The Parties shall exert all reasonable efforts to undertake and satisfy all obligations and conditions set forth below, all of which must be satisfied or waived prior to the Tribe closing on the acquisition of the Corner Parcel. The Parties covenant and agree to make all commercially reasonable efforts to complete all of the following actions with respect to the Project during the Corner Parcel Pre-Closing Period on or before the applicable deadline stated herein and to notify the other Parties hereto when a Party reasonably believes any of the following actions are unable to be completed or cannot be completed by the expiration of the Corner Parcel Pre-Closing Period or earlier deadline as set forth in this Agreement. In addition, the Parties recognize that many of the following obligations and actions require participation, approval or consent of the Parties. As such, the Parties expressly agree to reasonably cooperate relative to the satisfaction of any obligation or action required to complete the Project as required by this Agreement, or any other Agreement required herein.

3.2 Developer and Tribe's Due Diligence Obligations During the Corner Parcel Pre-Closing Period.

3.2.1 Due Diligence. No later than ninety (90) days from the Effective Date, the Developer and Tribe shall complete or satisfy the following obligations in this Section 3.2.1 so the Parties can identify, remedy or otherwise waive any threshold condition or obstacle relative to the transfer of the Corner Parcel or the Showcase Casino Parcel.

(a) The Developer and Tribe will conduct and complete all investigations with respect to the Corner Parcel and Showcase Casino Parcel and provide the City, LEDC and Tribe with written confirmation of its satisfaction with:

(i) The Developer and Tribe will determine the state and condition of title as reflected in the Corner Parcel Title Commitment, the Showcase Casino Parcel Title Commitment, the Corner Parcel Survey and the Showcase Casino Parcel Survey, including written confirmation of the Permitted Exceptions relative to each commitment, subject to any title objections being timely raised and resolved in accordance with this Section 3.2;

(ii) The environmental condition, including soil conditions, of the Corner Parcel and Showcase Casino Parcel, pursuant to the Phase I and Phase II environmental assessments obtained by the City and LEDC, as more specifically described in Section 3.3.2 below.

(b) To the extent the Developer or Tribe is not satisfied with or objects to any of the foregoing items in Section 3.2.1, the Developer and Tribe shall provide all other Parties with written notice of the objection. The City shall respond on behalf of it and the LEDC within ten (10) business days of receipt of such objection indicating in writing whether and on what terms the City or the LEDC will undertake to resolve the objection to the reasonable satisfaction of the Developer and Tribe prior to the expiration of the Corner Parcel Pre-Closing Period. If, however, the City elects in writing not to resolve any objection under this Section 3.2.1, then within five (5) business days after its receipt of such election, the Developer and Tribe must provide written notice of either (i) the Developer and Tribe's willingness to proceed without such resolution, with such waiver being codified in the final Corner Parcel Closing Agreement; or (ii) the Developer or Tribe's election to terminate this Agreement.

(c) The Developer shall pay the cost for all title work, surveys, environmental and geotechnical information, and other due diligence, including copies of title policies, title exception documents, surveys, environmental reports, assessment data, and lien and litigation searches as necessary to satisfy its own due diligence requirements relative to the Corner Parcel and the Showcase Casino Parcel.

(d) The Developer and Tribe shall have access to the Corner Parcel and the Showcase Casino Parcel during the Due Diligence Period to perform its due diligence after (i) providing reasonable advance notice to the City, LEDC and LEPPA; (ii) when required by the City, procuring liability insurance for such activities with the coverage and insurance provider approved by the City, such approval not to be unreasonably withheld; and (iii) obtaining the written consent of the City, LEDC and LEPPA in advance of performing any invasive testing, which consent shall not be unreasonably withheld.

(e) In addition to any other indemnification obligations set forth in this Agreement, the Developer will indemnify and hold the City and LEDC harmless from any and all liability in connection with the inspection activities of the Developer or Tribe, their employees, agents, contractors and representatives on the Corner Parcel or the Showcase Casino Parcel.

3.2.2 Entity Structure and Information.

(a) Not later than thirty (30) days in advance of the expiration of the Corner Parcel Pre-Closing Period, Developer will deliver to the City and Tribe for approval, and the City and Tribe shall keep confidential to the extent permitted by law, entity information with respect to itself, its members and investors that are involved in the Project, including without limitation:

(i) An organizational chart showing the relationships among Developer, its members and investors that are involved in the Project.

(ii) Upon the request of the City or Tribe, the Developer will make available for reasonable inspection by the City and Tribe, updated financial information for the Developer, including but not limited to current balance sheets and operating statements for the past two years for the Developer, names and addresses for all investors, officers and members, and the amount each person or entity has contributed or invested with the Developer.

(iii) Certified articles of organization (or incorporation) from the jurisdiction of its organization (or incorporation) for the Developer and its Affiliates involved in the Project, which City or LEDC may reasonably require be updated after execution of the Corner Parcel Closing Agreement to a date no earlier than thirty (30) days before the Corner Parcel Closing Date.

(iv) A Good Standing Certificate from the State of Michigan Department of Licensing and Regulatory Affairs for the Developer and, if applicable, its Affiliates involved in the Project, which the City or LEDC may reasonably require be updated after execution of the Corner Parcel Closing Agreement to a date no earlier than thirty (30) days before the Corner Parcel Closing Date.

(b) Any approval of the entity structure from the City or Tribe shall be included in the Corner Parcel Closing Agreement.

3.2.3 Relocated City Market Drive. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Developer shall provide the City and Tribe with sufficient evidence of a valid and binding option to purchase, subject to the City and Tribe's sole discretion, that the Developer has acquired, on behalf of the City, sufficient interest in the real property north of the Lansing Center that will comprise the Relocated City Market Drive and sufficient evidence that the real property to be acquired by the Developer is suitable for the Relocated City Market Drive as a public right of way that will be owned by the City.

3.2.4 Corner Parcel Site Plan. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Developer and Tribe shall prepare and submit a Corner Parcel Project Site Plan relative to the Temporary Casino Facility to the City for approval, with such approval not to be unreasonably withheld. The Corner Parcel Site Plan shall comply with all applicable tribal, federal, state land local laws, rules, regulations and ordinances. All costs and expenses of preparing the Corner Project Site Plan or any other related documents or

submissions, including but not limited to survey drawings, engineering plans and consultants' costs shall be the responsibility of the Developer or Tribe, but in no event a responsibility of the City or LEDC.

3.2.5 Temporary Interior Leasable Space Plan. If the Corner Parcel Site Plan requires additional non-gaming space inside the Lansing Center, that does not otherwise affect any financial obligation held by the City or LEDC, the Developer and Tribe, prior to the expiration of the Corner Parcel Pre-Closing Period, shall prepare and submit to the City the Temporary Interior Leasable Space Plan depicting the Temporary Interior Leasable Space needed for the Temporary Casino Facility, to the City for approval, with such approval not to be unreasonably withheld. All costs and expenses of preparing the Temporary Interior Leased Space Plan or any other related documents or submissions, including but not limited to survey drawings, engineering plans and consultants' costs shall be the sole responsibility of the Developer.

3.2.6 Temporary Casino Facility Business Plan. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Developer and Tribe will deliver to the City for approval, with such approval not to be unreasonably withheld, the Temporary Casino Facility Business Plan that shall include, but not be limited to, good faith revenue projections for the Temporary Casino Facility.

3.2.7 Temporary Casino Facility Construction Schedule. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Tribe will deliver a construction schedule for the Temporary Casino Facility to the City.

(a) The construction schedule for the Temporary Casino Facility shall not substantially deviate from the construction schedule submitted to the City unless the deviation is caused by or from the assertion of a Legal Claim, and the Tribe and Developer shall, in good faith, seek to comply with the construction schedule submitted to the City and impose all deadlines in the construction schedule on all contractors involved in the construction of the Temporary Casino Facility.

3.2.8 Showcase Casino Parcel Site Plan. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Tribe shall prepare and submit a Showcase Casino Project Site Plan relative to the Showcase Casino Facility to the City for approval, with such approval not to be unreasonably withheld. The Showcase Casino Parcel Site Plan shall comply with all applicable tribal, federal, state land local laws, rules, regulations and ordinances. All costs and expenses of preparing the Showcase Casino Parcel Site Plan or any other related documents or submissions, including but not limited to survey drawings, engineering plans and consultants' costs shall be the responsibility of the Developer or Tribe, but in no event a responsibility of the City or LEDC.

3.2.9 Permanent Interior Access Area Plans. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Tribe shall prepare and submit to the City the Permanent Interior Access Area Plan regarding the Permanent Interior Access Area within the Showcase Casino Facility, including, but not limited to, plans regarding how the Lansing Center will be modified or "connected" to the Showcase Casino Facility, to the City for approval, with

such approval given under the sole discretion of the City. All costs and expenses of preparing the Permanent Interior Access Area Plan or any other related documents or submissions, including but not limited to survey drawings, engineering plans and consultants' costs shall not be the responsibility of the City or LEDC.

3.2.10 Showcase Casino Facility Business Plan. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Tribe will deliver to the City for approval, with such approval not to be unreasonably withheld, the Showcase Casino Facility Business Plan that shall include, but not be limited to, good faith revenue projections for the Showcase Casino Facility.

3.2.11 Showcase Casino Facility Construction Schedule.

(a) Prior to the expiration of the Corner Parcel Pre-Closing Period, the Tribe will deliver a construction schedule for the Showcase Casino Facility to the City.

(b) The construction schedule for the Showcase Casino Facility shall not substantially deviate from the construction schedule submitted to the City unless the deviation is caused by or from the assertion of a Legal Claim, and the Tribe shall, in good faith, seek to comply with the construction schedule submitted to the City and impose all deadlines in the construction schedule on all contractors involved in the construction of the Showcase Casino Facility.

3.3 City and LEDC's Obligations During the Corner Parcel Pre-Closing Period. The City and LEDC will perform the following during the Corner Parcel Pre-Closing Period:

3.3.1 No later than ten (10) days after the Effective Date, City and LEDC will provide any additional due diligence information in their possession regarding the Corner Parcel and the Showcase Casino Parcel not already provided to the Developer or Tribe. All due diligence provided by the City or the LEDC with respect to the Corner Parcel or the Showcase Casino Parcel shall be made without representation or warranty of any kind.

3.3.2 The City or LEDC will commission an independent third party environmental consulting firm of their choosing to conduct Phase I and Phase II assessments on the Corner Parcel, the Showcase Casino Parcel and the Elevated Parking Ramp Parcel. The City or LEDC will provide to the Developer and Tribe the Phase I and II assessments on all three parcels no later than thirty (30) days prior to the expiration of the Corner Parcel Pre-Closing Period.

3.3.3 The City will provide copies of all appraisals in possession of the City or LEDC relative to the Corner Parcel, the Showcase Casino Parcel, the Elevated Parking Ramp Parcel and the City Maintenance Garage Parcel no later than thirty (30) days prior to the expiration of the Corner Parcel Pre-Closing Period.

3.3.4 Any additional due diligence the City or LEDC deems necessary and appropriate to move forward with any part of the Project.

3.4 Covenants of the Developer During the Corner Parcel Pre-Closing Period.

3.4.1 The Developer will, in good faith and timely manner, review and submit all necessary reports, documents, materials, plans and schematics required herein or relative to the Project that require approval by the City or LEDC.

3.4.2 The Developer covenants and agrees to make all commercially reasonable efforts to complete all of the described actions with respect to the Project during the Corner Parcel Pre-Closing Period on or before the applicable deadlines stated herein. The Developer further covenants and agrees to notify the City, LEDC and Tribe in writing if and when the Developer reasonably believes any of the actions required under this Article 3 are unable to be completed or cannot be completed by the deadline stated herein.

3.4.3 Prior to the expiration of the Corner Parcel Closing Date, Developer shall complete all additional inspections deemed necessary by the Developer and Tribe with respect to the Corner Parcel and the Showcase Casino Parcel. The Developer and Tribe shall provide the City and LEDC written notice in the event the Developer and Tribe determine, in their sole discretion, that it is not financially feasible for one or both properties to be developed or used as provided in this Agreement. If the Developer and Tribe make such a determination, this Agreement shall terminate upon the date written notice is given by the Developer and Tribe to the City and the Parties hereto shall have no further obligations to proceed under this Agreement, unless expressly stated herein, or with respect to any other aspect of the Project.

3.5 Covenants of the City and LEDC.

3.5.1 The City and LEDC will, in good faith and timely manner, review all necessary reports, documents, materials, plans and schematics required herein or relative to the Project that require approval by the City or LEDC.

3.5.2 The City and LEDC covenant and agree to make all commercially reasonable efforts to complete all of the described actions with respect to the Project during the Corner Parcel Pre-Closing Period on or before the applicable deadline for same. The City and LEDC further covenant and agree to notify the Developer and Tribe in writing if and when either the City or LEDC reasonably believes any of the actions required under this Article 3 are unable to be completed or cannot be completed by the deadline stated herein.

3.6 Covenants of the Tribe.

3.6.1 The Tribe will, in good faith and timely manner, review all necessary reports, documents, materials, plans and schematics required herein or with respect to the Project. For any necessary report, document, material, plan and schematic prepared for, or submitted to, the City or LEDC for approval under this Agreement or any subsequent agreements required herein, the Tribe shall first review and approve the same before submission to the City or LEDC for approval.

3.6.2 The Tribe covenants and agrees to make all commercially reasonable efforts to complete all of the following actions with respect to the Project during the Corner Parcel Pre-Closing Period on or before the applicable deadline for same. The Tribe further covenants and agrees to notify the City, LEDC and Developer in writing if and when the Tribe reasonably believes any of the actions required under this section are unable to be completed or cannot be completed by the deadline stated herein.

3.6.3 Based on the information available to the Parties as of the Effective Date, the parties anticipate that certain remedial activities will be necessary on the Corner Parcel and the Showcase Casino Parcel for purposes of using the properties as contemplated in this Agreement. Regardless, the Tribe shall purchase both the Corner Parcel and the Showcase Casino Parcel "AS IS" and "WHERE IS". The Tribe's obligations under this Section shall be in accordance with, and subject to, the Tribe's limited waiver of sovereign immunity as provided for in Article 8.

3.6.4 Prior to the expiration of the Corner Parcel Closing Date, Tribe shall complete all additional inspections deemed necessary by the Developer and Tribe with respect to the Corner Parcel and the Showcase Casino Parcel. The Developer and Tribe shall provide the City and LEDC written notice in the event the Developer and Tribe determine, in their sole discretion, that it is not financially feasible for one or both properties to be developed or used as provided in this Agreement. If the Developer and Tribe make such a determination, this Agreement shall terminate upon the date written notice is given by the Developer and Tribe to the City and the Parties hereto shall have no further obligations to proceed under this Agreement, unless expressly stated herein, or with respect to any other aspect of the Project.

3.7 Corner Parcel Pre-Closing Period General Conditions. The following general conditions will apply during the Corner Parcel Pre-Closing Period:

3.7.1 Costs. The City shall not bear any costs or expenses, unless specifically stated herein, including but not limited to reasonable attorneys fees, incurred during the Corner Parcel Pre-Closing Period. Any obligations under this section shall be in addition to the indemnification provided to the City and the LEDC under Article 9 and shall be the responsibility of the Developer.

3.7.2 Extension of Corner Parcel Pre-Closing Period. The Parties may, by written consent, agree to extend the Corner Parcel Pre-Closing Period. Any further extension beyond August 1, 2012 shall constitute an amendment subject to Section 11.9 below.

3.8 Closing Agreements. During the Corner Parcel Pre-Closing Period, the Parties will endeavor to negotiate a mutually acceptable final Corner Parcel Closing Agreement and Showcase Casino Closing Agreement, between the Developer, Tribe, City and LEDC, to include any term, covenant, condition or obligation not specifically addressed herein, but required by any Party to effectuate the transfer of title in the Corner Parcel or the Showcase Casino Parcel. Both closing agreements shall be executed in accordance with this Agreement and the failure to timely finalize both closing agreements shall be a basis for termination of this Agreement. The Corner

Parcel Closing Agreement and the Showcase Casino Parcel Closing Agreement are described in more detail in Section 4.2 below.

3.9 Termination Rights.

3.9.1 If the Parties have not reached an agreement relative to the Corner Parcel Closing Agreement and Showcase Casino Parcel Closing Agreement on or before the expiration date of the Corner Parcel Pre-Closing Period, as the same may be extended pursuant to Section 3.7.2 above, or if any Party has failed to satisfy any obligation stated in this Article 3 relative to that Party's due diligence, investigations, covenants or warranties, this Agreement shall automatically terminate, without the need for any additional action by the Parties, with the exception of any provisions that expressly survive termination. Provided, however, before a Party may elect to terminate this Agreement, the Party electing to terminate this Agreement shall provide written notice to the other Parties of each alleged failure or instance of non-performance. Within five (5) days from receiving such notice, the Parties receiving the written notice shall indicate in writing whether or not the Party will undertake to resolve the alleged failure or non-performance. Upon any termination during the Corner Parcel Pre-Closing Period, the Parties shall have no further obligations under this Agreement and no liabilities, except that Developer shall be liable to the extent any liability has accrued under the indemnification obligations set forth in this Agreement.

3.10 Satisfactory Completion of the Corner Parcel Pre-Closing Period. If prior to the expiration of the Corner Parcel Pre-Closing Period, the Parties have satisfied or waived all terms, conditions and obligations under this Article 3, or have refrained from exercising their respective right to timely terminate this Agreement and are otherwise ready and able to close on the Corner Parcel, and be bound to close on the Showcase Casino Parcel and to construct the Showcase Casino Facility, the Parties may proceed to Phase II of the Project with respect to closing on the Corner Parcel, subject to the terms and conditions stated herein.

PHASE II DEVELOPMENT

Article 4: CLOSING ON THE CORNER PARCEL

4.1 Purchase and Sale of the Corner Parcel. The LEDC agrees to sell and convey or cause to be conveyed to Tribe and Tribe agrees to purchase from the LEDC, the Corner Parcel for fair market value under the terms and conditions stated herein and the Corner Parcel Closing Agreement. Tribe shall pay to the LEDC the sum of (Two Hundred Eighty Thousand Dollars and 00/cents (\$280,000.00) (the "Corner Parcel Purchase Price"), plus or minus proration of any applicable taxes or special assessments, as fair market value for the Corner Parcel. The Tribe shall pay the Corner Parcel Purchase Price to the LEDC in full at the closing of the Corner Parcel subject to the terms and conditions of the Corner Parcel Closing Agreement. Form of payment shall be cash via wire transfer. The transfer of the Corner Parcel from the LEDC to the Tribe shall be made by warranty deed.

4.2 Purchase and Sale of the Showcase Casino Parcel. The City agrees to sell and convey or cause to be conveyed to Tribe and Tribe agrees to purchase from the City, the

Showcase Casino Parcel for fair market value under the terms and conditions stated herein and the Showcase Casino Parcel Closing Agreement. Tribe shall pay to the City the sum of (Nine Hundred Sixty Thousand Dollars and 00/cents (\$960,000.00) (the "Showcase Casino Parcel Purchase Price"), plus or minus the proration or any applicable taxes or special assessments, as fair market value for the Showcase Casino Parcel. The Tribe shall pay the Showcase Casino Parcel Purchase Price in full to the City at the closing of the Showcase Casino Parcel subject to the terms and conditions stated in the Showcase Casino Parcel Closing Agreement. Form of payment shall be cash via wire transfer. The transfer of the Showcase Casino Parcel from the City to the Tribe shall be made by warranty deed.

4.3 Conditions Precedent to Closing on the Corner Parcel. The Parties expressly acknowledge and agree that each of the following conditions in this Section 4.3 be satisfied or waived by the appropriate Party or Parties prior to the Corner Parcel Closing Date:

4.3.1 Corner Parcel Closing Agreement. An acceptance by all Parties and execution of the Corner Parcel Closing Agreement including the waiver or satisfaction of all conditions, if any, set forth in the Corner Parcel Closing Agreement and this Agreement, where applicable, in advance of the Corner Parcel Closing Date.

4.3.2 Showcase Casino Parcel Closing Agreement. An acceptance by all Parties and execution of the Showcase Casino Parcel Closing Agreement including the waiver or satisfaction of all conditions, if any, set forth in the Showcase Casino Parcel Closing Agreement and this Agreement, where applicable, in advance of the Corner Parcel Closing Date.

4.3.3 City of Lansing Resident Preference. Subject to federal and tribal law, and the Tribe's obligation to extend hiring preference to members of federally recognized Indian tribes, the Tribe and the City reaching an agreement with respect to the target number of operational jobs in the Permanent Casino Facility to be first filled with residents of the City.

4.3.4 Construction of the Expansion Ramp. The Tribe approving a plan for the construction and operation of the Expansion Ramp.

4.3.5 Construction of the Elevated Parking Ramp. The Tribe approving a plan for the construction and operation of the Elevated Parking Ramp.

4.3.6 Corner Parcel Site Plan. Approval by City of the Corner Parcel Site Plan.

4.3.7 Showcase Casino Project Site Plan. Approval by the City of the Showcase Casino Project Site Plan.

4.3.8 Permanent Interior Access Area Plan. Approval by the City of the Permanent Interior Access Area Plan for the Showcase Casino Facility, specifically, the area of the Lansing Center that may be modified or "open" to the Showcase Casino Facility and how the two structures are joined or connected together.

4.3.9 Temporary Interior Leasable Space Plan. If necessary, approval by the City of the Temporary Interior Leasable Space Plan for the Temporary Casino Facility.

4.3.10 IGA. The City and Tribe executing one or more Intergovernmental Agreements relative to: (i) Compensation for essential services provided by the City to the Temporary Casino Facility on the Corner Parcel, the Showcase Casino Facility on the Showcase Casino Parcel and the Boutique Casino on the Corner Parcel if necessary; (ii) The City and Tribe reaching a mutually agreeable written agreement relative to the cross deputization of each Party's law enforcement officers; and (iii) The City and the Tribe executing an acceptable revenue sharing agreement relative to revenue generated from gaming operations at the Temporary Casino Facility on the Corner Parcel and the Showcase Casino Facility on the Showcase Casino Parcel, and the Boutique Casino on the Corner Parcel if necessary.

4.3.11 Lease Agreement. If the Parties deem it necessary to utilize space within the Lansing Center relative to non-gaming activities of the Temporary Casino Facility, the City, Tribe and LEPFA executing an acceptable lease agreement relative to the Temporary Interior Leasable Space in the southeast corner of the Lansing Center for administrative offices and functions with regard to the Temporary Casino Facility. The City, LEDC or LEPFA shall bear no cost or expense relative to any approved build-outs or changes within the Temporary Interior Leasable Space or any costs or expenses in returning the Temporary Interior Leasable Space to its original condition, subject to the City's approval.

4.3.12 LEPFA Operating Agreement. The City and LEPFA amending the current Operating Agreement dated October 7, 1996, between the two entities to the extent necessary to be in compliance with this Agreement.

4.3.13 Alcoholic Beverages. The City, LEPFA and Tribe executing a mutually acceptable agreement governing the sale and consumption of alcoholic beverages by either the Tribe or LEPFA in the Lansing Center, the Showcase Casino Facility, the Temporary Casino Facility and the Boutique Casino Facility if necessary.

4.3.14 Corner Parcel Use Agreement. The City and LEDC reaching an acceptable agreement with the Tribe relative to the Corner Parcel that shall afford the City or LEDC the right of continued use of the Corner Parcel in a manner consistent with the Corner Parcel's current use as a parking lot; provided, however, that any use by the City or LEDC shall expire once the Tribe begins construction of the Temporary Casino Facility and shall not unreasonably interfere with the Parties' intent to construct the Temporary Casino Facility or otherwise begin gaming operations on the Corner Parcel.

4.3.15 Tribe's Acceptance of the Condition of the Corner Parcel and the Showcase Casino Parcel. Except as otherwise expressly provided in this Agreement, the Developer and Tribe, subject to the Tribe's written approval, taking title to the Corner Parcel and the Showcase Parcel in an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis without any covenants, representations or warranties of any kind with respect to the environmental condition of the properties. The City disclaims any representations or warranties with respect to either of the following:

(a) Either parcel's condition or the condition of any building, structure or other improvement on, under, in or above the Corner Parcel; and

(b) The suitability of either parcel for any purpose or use contemplated herein or for the Project.

4.3.16 Relocated City Market Drive. Subject to the City and Tribe's discretion, the Developer acquiring a sufficient interest in the real property that will comprise the Relocated City Market Drive and providing sufficient evidence that the real property to be acquired by the Developer is suitable for the Relocated City Market Drive as a public right of way owned by the City.

4.3.17 No Default. There being no Event of Default by the City, LEDC, Developer or Tribe under this Agreement or any other agreement required herein.

4.3.18 Deliverables to the Developer and Tribe. The following documents being duly executed by authorized persons of the City or LEDC and delivered to Developer and Tribe:

(a) A Certified copy of the resolution from the Lansing City Council approving this Agreement; Certificate executed by the City, certifying to City's knowledge of the absence of pending or threatened litigation relative to the Project; and

(b) Such other documents, certificates, and instruments that may be reasonably requested by the Developer.

4.3.19 Deliverables to the City and LEDC. The following documents shall be duly executed by authorized persons of the Tribe or Developer and delivered to the City and LEDC:

(a) A certified copy of the resolution of the Tribe's Board of Directors approving this Agreement and authorizing the Tribal Chairman to execute this Agreement.

(b) A certificate executed by the Developer and Tribe, certifying compliance by the Developer and Tribe with all applicable laws and regulations.

(c) An executed affidavit of the Developer and Tribe certifying that the representations and warranties contained in this Agreement remain true in all material respects.

(d) A certification by the Tribe and Developer that there is no uncured default by either Party under this Agreement or the Corner Parcel Closing Agreement.

(e) The Developer's Certificate of Good Standing.

(f) A certificate of Developer with respect to its entity status and authorization to affect the Closing.

(g) Corner Parcel Title Policy in the required amount as described in the Corner Parcel Closing Agreement

4.3.20 Closing Payments, Costs and Adjustments. In addition to the Corner Parcel Purchase Price, the following costs, fees and expenses shall be apportioned on the closing statement for the closing on the Corner Parcel:

(a) The Parties agree that (i) Tribe shall be solely responsible for the cost of the transfer tax due upon recording, if any, of the Corner Parcel deed and the cost of the owner's policy of title insurance; and (ii) Tribe shall be responsible for all other closing costs including without limitation any title company charge for the closing on the Corner Parcel.

(b) Tribe shall pay to the City all costs and expenses approved by the Developer that nonetheless remain unpaid as of the date of closing on the Corner Parcel, subject to Section 3.7.2.

4.4 Additional Development Covenants to be Addressed in the Corner Parcel Closing Agreement. The Developer and Tribe, as the case may be, agree to the following with respect to the Corner Parcel Closing Agreement, and covenant and agree to undertake the following actions to develop the Temporary Casino Facility:

4.4.1 Required Approvals. The Tribe shall diligently seek to obtain all necessary approvals, including but not limited to the United States, or its respective agencies or departments at no cost to the City or LEDC.

4.4.2 Temporary Casino Facility Construction. The following terms and conditions shall also apply to the construction of the Temporary Casino Facility and be included in the Corner Parcel Closing Agreement:

(a) Construction Site Obligations. All staging and storage of construction materials and equipment for the Temporary Casino Facility shall be conducted on and limited to the Corner Parcel unless expressly agreed to by the City in the Corner Parcel Closing Agreement or in a subsequent written agreement between the Parties. Tribe shall use reasonable efforts to construct the Temporary Casino Facility and conduct construction activities with minimal disruption to residents and owners of properties neighboring the Corner Parcel and to traffic patterns in and around the area. Tribe shall provide its own site security protection during construction of the Temporary Casino Facility. Notwithstanding the foregoing, the Tribe may erect on the Corner Parcel a construction and/or marketing trailer and signage advertising the Project as agreed to and stated in the Corner Parcel Closing Agreement.

(b) Construction and Materials Standards. All improvements to be constructed by the Tribe pursuant to this Agreement, or any other necessary or subsequent agreement, will be performed with good workmanship and new quality materials in accordance with the approved Corner Parcel Site Plan and the Corner Parcel Closing Agreement.

(c) Safety Standards. During the period of any construction by the Tribe on any portion of the Project, the Tribe shall erect or cause to be erected a fence or other suitable construction barrier(s) in accordance with customary construction safety practices

and all applicable regulatory requirements and shall take all other safety measures reasonably designed to protect children and pedestrians from such construction.

(d) Further Assurances. The Developer and Tribe covenant and agree to provide notice to the City of the occurrence or non-occurrence of any event having a material adverse effect on the Tribe's ability to complete the Project, or any portion of the Project, including but not limited to the construction and operation of the Temporary Casino Facility, in a timely fashion or to fulfill its obligations under this Agreement.

4.4.3 Commencement of Proceedings. The Developer or Tribe shall notify City in writing within ten (10) days after the Developer or Tribe receives any written notice of the commencement or assertion of a legal claim.

4.5 Post Closing Default. The occurrence of any Event of Default shall constitute a default with respect to the Project under this Agreement, entitling the non-defaulting or non-breaching Party or Parties to their respective remedies pursuant to this Agreement and all other rights and remedies provided by law. Should an Event of Default occur by the Developer, the City, LEDC and Tribe will work cooperatively to fulfill any remaining obligations under this Agreement or any additional agreements contemplated herein to further advance or complete the Project. The following events shall be separately considered an Event of Default:

4.5.1 Showcase Casino Parcel Closing. The Tribe fails to timely close on the Showcase Casino Parcel.

4.5.2 Governmental Approvals. The Tribe fails to obtain any necessary approvals required by law, including but not limited to any necessary approvals from the United States to allow Indian gaming on either the Corner Parcel or the Showcase Casino Parcel.

4.5.3 Construction of the Showcase Casino Facility. The Tribe fails to construct the Showcase Casino Facility in a timely manner, subject to the contingencies and exceptions listed below in Article 5.

4.5.4 Payment Default. The Developer or Tribe fails to pay to the City or LEDC when due, or within ten (10) days after written notice of such failure to pay, any payment obligations to the City or LEDC under this Agreement or any other agreement contemplated herein.

4.5.5 Performance Default. The Developer or Tribe fails to cure its non-performance of any covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from City to the Developer and Tribe unless extended or waived by the City or LEDC.

4.5.6 Project Document Default by Tribe. Tribe is in default past applicable notice and cure periods required in this Agreement.

4.5.7 Project Document Default by Developer. The Developer is in default past applicable notice and cure periods required under this Agreement.

4.5.8 Bankruptcy by Developer. If at any time prior to Project Completion, Developer becomes insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, shall voluntarily be adjudicated insolvent or bankrupt or shall admit in writing the inability to pay debts as they mature, shall petition or apply to any tribunal for or shall consent to or shall not contest the appointment of a receiver, trustee, custodian or similar officer for Developer or for a substantial part of the assets of Developer, or shall commence any case, proceeding or other action under any bankruptcy, reorganization, arrangement, readjustment or debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, such an event shall be deemed an Event of Default as to the Developer only.

4.5.9 Dissolution of Developer. Any dissolution, termination, or partial or complete liquidation of Developer prior to completion of the Project.

4.5.10 Project Document Default by the City or LEDC. City or LEDC is in default past applicable notice and cure periods under any material document related to the Project or contemplated herein unless extended or waived by the Developer or Tribe.

4.6 Post-Closing Period Remedies Against the City or LEDC. The remedy available to all Parties against the City or LEDC, for an Event of Default occurring after closing on the Corner Parcel under this Agreement or any other subsequent agreement required herein, is limited to the remedy of specific performance.

4.7 Post-Closing Period Remedies Against the Tribe or Developer. The remedy available to all Parties against the Developer or Tribe, and subject to the Tribe's limited waiver of sovereign immunity as stated in Article 8, for an Event of Default occurring after closing on the Corner Parcel under this Agreement or any other subsequent agreement required herein, is (i) actual damages for claims arising solely based on the terms and conditions of this Agreement, excluding all consequential or speculative damages and/or (ii) specific performance.

4.8 Additional Remedies Available to the City. In addition, and notwithstanding Sections 4.6 and 4.7 above, the failure of the Tribe to commence or otherwise continue Indian gaming activities as contemplated herein with respect to the Temporary Casino Facility, the Showcase Casino Facility or the Boutique Casino Facility if applicable, the City, upon written notice to the Tribe, shall have the right to the following remedies with respect to the Corner Parcel and the Showcase Casino Parcel:

(a) Remedy Prior to Closing on the Corner Parcel. Terminate the Tribe's right to acquire title in the Corner Parcel and/or the Showcase Casino Parcel; provided, however, that such termination occurs before the Tribe takes title to the Showcase Casino Parcel.

(b) Remedies After Closing on the Corner Parcel. Once the City transfers title to the Corner Parcel, the following non-exclusive remedies are available to the City and LEDC:

(i) If the Corner Parcel has not been accepted into trust by the United States within five (5) years of the Tribe beginning the application process, the Tribe shall take all reasonable steps to re-convey the Corner Parcel to the City or LEDC, as will be designated by the City, for the Corner Parcel Purchase Price as stated in Section 4.1 as consideration for title to the Corner Parcel, which shall be the same quality of title the Tribe received from the LEDC and the Tribe's right to purchase the Showcase Casino Parcel shall terminate;

(ii) If the Corner Parcel has been accepted into trust by the by the United States, but a final adverse determination of a legal claim prohibits gaming activities as contemplated herein, the Tribe will undertake and pursue all reasonable efforts within its control to re-convey the Corner Parcel to the City or LEDC for the Corner Parcel Purchase Price as stated in Section 4.1. However, if the Corner Parcel has been accepted into trust by the United States, but a final adverse determination of a legal claim prohibits gaming activities as contemplated herein, and the Tribe is unable to re-convey the Corner Parcel to the City or LEDC within 365 days from the Tribe initiating efforts to return the property, the Tribe and City shall enter into a long term lease-back for a term of twenty-five (25) years with an option to renew for another twenty-five (25) years subject to 25 CFR 162 as it exist or may be amended. The long term lease shall include the City's right to take possession of any and all structures erected on the Corner Parcel or Showcase Casino Parcel and require an annual nominal lease payment not to exceed \$1 annually

(iii) If the Showcase Casino Parcel is acquired by the Tribe but has not been accepted into trust by the United States within five (5) years of the Tribe beginning the application process, the City may elect to repurchase the Showcase Casino Parcel for the Showcase Casino Parcel Purchase Price as stated in Section 4.2 as consideration for title to the Showcase Casino Parcel, which shall be the same quality of title the Tribe received from the City;

(iv) If the Showcase Casino Parcel has been accepted into Mandatory Trust by the Bureau of Indian Affairs, but a final adverse determination of a legal claim prohibits gaming activities as contemplated herein, the Tribe will undertake and pursue all reasonable efforts within its control to re-convey the Showcase Casino Parcel to the City. However, if the Showcase Casino Parcel has been accepted into trust by the United States, but a final adverse determination of a legal claim prohibits gaming activities as contemplated herein, and the Tribe is unable to re-convey the Showcase Casino Parcel to the City within 365 days from the Tribe initiating efforts to return the property, the Tribe and City shall enter into a long term lease-back for a term of twenty-five (25) years, with an option to renew for another twenty-five (25) years, subject to 25 CFR 162 as it exist or may be amended. The long term lease shall include the City's right to take possession of any and all structures erected on the Showcase Casino Parcel and require an annual nominal lease payment not to exceed \$1 annually.

PHASE III DEVELOPMENT

Article 5: SHOWCASE CASINO DEVELOPMENT

5.1 Development of the Showcase Casino Parcel. The Parties agree that Tribe's closing on the Corner Parcel shall bind the Parties to proceed with all other components and obligations of the Project. As such, once closing occurs on the Corner Parcel, Developer and Tribe shall be obligated and bound to perform the following:

5.1.1 Closing on the Showcase Casino Parcel. Once Tribe closes on the acquisition of the Corner Parcel, Tribe shall also be required to close on the purchase of the Showcase Casino Parcel at a later date pursuant to the Showcase Casino Parcel Closing Agreement. Tribe shall be required to close on the acquisition of the Showcase Casino Parcel on or before January 1, 2014, subject to the assertion of a Legal Claim, but regardless of the assertion of a legal claim, the Tribe shall be required to close on the Showcase Casino Parcel on or before January 1, 2017, unless extended by written agreement of the Parties.

5.1.2 Construction of the Showcase Casino Facility. Tribe shall be required to commence construction of the Showcase Casino Facility within Two Hundred (200) days of the Showcase Casino Parcel being accepted into trust by the United States government, subject to the terms, conditions and specifications stated herein and in the Showcase Casino Parcel Closing Agreement, unless extended because of the assertion of a Legal Claim. Once Tribe commences construction of the Showcase Casino Facility, the Tribe shall be required to complete construction in accordance with the Showcase Casino Parcel Site Plan. Prior to Commencement of Construction of the Permanent Casino Facility, the Showcase Casino Parcel Closing Agreement shall require Tribe, and Tribe agrees, to require the general contractor to procure an adequate construction or completion bond, subject to the City's approval, with such approval not to be unreasonably withheld, for the total estimated construction costs pursuant to the approved Showcase Casino Parcel Site Plan.

5.1.3 The City's Contingencies to Closing on the Showcase Casino Parcel. The City's obligation to close on the Tribe's acquisition of the Showcase Casino Parcel is contingent on satisfaction of the following:

(a) The Tribe successfully transferring the Corner Parcel into trust and establishing its right to conduct gaming activities on both properties.

(b) The City's approval or waiver of all contingencies, terms and conditions in the Showcase Casino Parcel Closing Agreement.

(c) Easement Agreement. The City reaching an acceptable easement agreement relative to the ingress and egress to the Lansing Center from and to the Relocated City Market Drive relative to the area of Relocated City Market Drive that traverses under the most western portion of the Showcase Casino Facility.

(d) Showcase Casino Parcel and City Market Drive Use Agreement. The City and LEDC reaching an acceptable agreement with the Tribe relative to the

Showcase Casino Parcel and the City Market Drive that shall afford the City or LEDC the right of continued use of the Showcase Casino Parcel and the City Market Drive in a manner consistent with the Showcase Casino Parcel and City Market Drive's current use as a parking lot and ingress and egress, respectively. However, any use by the City or LEDC shall expire once the Tribe begins construction of the Showcase Casino Facility and shall not unreasonably interfere with the Parties' intent to construct the Showcase Casino Facility or otherwise begin gaming operations on the Showcase Casino Parcel.

5.2 Additional Covenants Relative to the Showcase Casino Parcel.

5.2.1 Relocated City Market Drive. The Parties agree, based on the initial survey of the Showcase Casino Parcel and the preliminary plans for the Showcase Casino Facility provided to the City, that a portion of the real property currently known as City Market Drive will be transferred to the Tribe as part of the Showcase Casino Parcel under the Showcase Casino Parcel Closing Agreement. Furthermore, the Parties agree that Developer shall acquire a portion of the real property north of the current City Market Drive prior to the Tribe taking title to the Showcase Casino Parcel and transfer the newly acquired property to the City for use as Relocated City Market Drive. Although the Parties agree that this portion of the project will be addressed in more detail in the Showcase Casino Parcel Closing Agreement, the Parties agree that Developer shall incur all costs and expenses relative to the current City Market Drive being moved north to create the new Relocated City Market Drive and that once Developer has completed all necessary improvements for the new Relocated City Market Drive, Developer shall deliver marketable title to the City for real and valuable consideration given herein.

Article 6: ELEVATED PARKING RAMP DEVELOPMENT

6.1 Construction of the Elevated Parking Ramp. Given the scope of the overall Project, the Parties recognize the need for additional parking in close proximity to the Lansing Center. To adequately address this need, the Parties intend to construct the Elevated Parking Ramp on the Elevated Parking Ramp Parcel, which is currently owned by the City.

6.2 Timing of Construction. Construction of the Elevated Parking Ramp shall begin at or about the time necessary for the Elevated Parking Ramp to be completed at approximately the same time construction of the Showcase Casino Facility is completed. The Party or Parties charged with constructing the Elevated Parking Ramp shall make every reasonable effort to ensure construction is completed within this time frame.

6.3 City's Election to Construct. The City currently holds title to the Elevated Parking Ramp Parcel. As of the Effective Date, the Parties contemplate that the City will construct and manage the Elevated Parking Ramp. However, the Parties recognize that several years may pass between the Effective Date and the date of Commencement of Construction of the Elevated Parking Ramp and that the City may elect to construct, operate or manage the Elevated Parking Ramp, subject to the following:

6.3.1 Within sixty (60) days after Commencement of Construction of the Showcase Casino Facility, the City shall notify the Developer and Tribe in writing whether

it elects to construct the Elevated Parking Ramp. Construction of the Showcase Casino Parcel shall be deemed to have commenced when footings are poured or any form of structural improvements are installed on the property that are necessary for the construction of the Showcase Casino Facility.

6.3.2 If the City elects to construct the Elevated Parking Ramp, the City will be required to complete construction of the Elevated Parking Ramp within sixty (60) days from the date Developer and Tribe open the Showcase Casino Facility.

6.3.3 If the City decides to abstain from constructing the Elevated Parking Ramp, for whatever reason, the Developer or Tribe may enter into a public/private partnership venture with the City or its authorized designee, to construct the Elevated Parking Ramp, and if a partnership is unable to be formed or otherwise agreed to, the City shall have the right to require that Developer or Tribe purchase the Elevated Parking Ramp Parcel and construct the Elevated Parking Ramp, subject to the terms and conditions agreed to by the City and Developer or Tribe in the Showcase Casino Parcel Closing Agreement with respect to the Elevated Parking Ramp. Complete structural, architectural and operational drawings and renderings shall be submitted by the Developer or Tribe to the City for approval prior to the Developer or Tribe acquiring title to the Elevated Parking Ramp Parcel. The City will obtain a fair market value appraisal of the Elevated Parking Ramp Parcel prior to the expiration of the Corner Parcel Closing Period and will provide the appraisal to the Developer or Tribe. The fair market value appraisal shall set the fair market purchase price of the Elevated Parking Ramp Parcel.

6.4 Access. Depending on the ownership and construction entity of the Elevated Parking Ramp or the Elevated Parking Ramp Parcel, the City may enter into a lease agreement with the Developer relative to certain areas of the Elevated Parking Ramp; provided, however, that such an arrangement will not violate any federal, state or local laws, regulations or ordinances, and that such an arrangement will not otherwise violate or trigger any financing obligation by the City relative to any bonds concerning the Lansing Center, the Elevated Parking Ramp or the Loading Dock Parcel.

Article 7: CITY MAINTENANCE GARAGE PROPERTY

7.1 City Maintenance Garage Parcel. A portion of the City Maintenance Garage Parcel, as depicted on the attached Exhibit B, will be needed to construct a public right of way between Cedar Street and Larch Street to accommodate the increased traffic flow in the area. As such, the Developer and City agree to the following:

7.1.1 Subject to the Developer receiving approval of a Brownfield Plan, as defined by PA 381 of 1996, as amended, from the City and the Lansing Brownfield Redevelopment Authority, the Developer agrees to purchase and the City agrees to sell, the City Maintenance Garage Parcel for fair market value, which shall be determined by an independent third party real estate appraiser prior to the expiration of the Corner Parcel Closing Date.

7.1.2 The City shall sell the City Maintenance Garage Parcel to the Developer on an "AS IS" and "WHERE IS" basis and shall not be responsible for any

environmental remediation needed or required at the City Maintenance Garage Parcel. Closing on the City Maintenance Garage Parcel shall occur on or before the closing on the Showcase Casino Parcel, but in no event sooner than One Hundred Eighty (180) days before closing on the Showcase Casino Parcel.

7.1.3 Although the City will approve the sale of a portion of the City Maintenance Garage Parcel upon approving this Agreement, the sale of the property to the Developer will not occur until construction of the Showcase Casino Facility begins.

7.1.4 The Developer and City further agree that the Developer shall be responsible for all demolition costs and expenses incurred or associated with the demolition or removal of any structures on or in the City Maintenance Garage Parcel and that the Developer shall follow all applicable laws, regulations and ordinances at the federal, state and local level relative to conducting any demolition work on the parcel. City agrees that it will take reasonable good faith steps to support the Developer, who may pursue available grant opportunities relative to the development of the City Maintenance Garage Parcel.

7.1.5 The Developer and City also agree that the Developer will construct a three-lane public right of way on the southern portion of the City Maintenance Garage Parcel as approximately shown on Exhibit G, subject to the necessary approvals and permits from the State of Michigan. It is further expressly agreed that the City shall have the reasonable discretion relative to the size, type and specifications of the roadway on the City Garage Parcel.

7.1.6 At closing, the Developer and City shall execute a closing agreement governing the conveyance of the parcel to from the City to the Developer, which shall include, among other things, the purchase price of the parcel, demolition plans and schedules for the removal of any structures on the parcel, and construction plans, schedules and specifications for the three-lane public right of way on the southern portion of the parcel, together with an agreement for the mechanism by which the City will acquire title to the three-lane public right of way.

7.1.7 Unless waived by the City and Developer in writing prior to closing, the Developer and City expressly acknowledge and agree that the only condition precedent to the Developer closing on the City Maintenance Garage Parcel is the Developer obtaining an approved Brownfield Plan, as defined by PA 381 of 1996, as amended, from the City and the Lansing Brownfield Redevelopment Authority, provided, however, that Developer consents that the approved Brownfield Plan provides adequate reimbursement for "Eligible Activities" pursuant to PA 381 of 1996, as amended, such consent not to be unreasonably withheld.

GENERAL CONTRACTUAL PROVISIONS GOVERNING THE PROJECT

Article 8: TRIBE'S LIMITED WAIVER OF SOVEREIGN IMMUNITY

8.1 Governing Law. The City and the Tribe agree, and the Developer and Tribe agree, pursuant to the Turn-Key Facility Agreement dated April 22, 2011 as amended, that any dispute arising out of or in connection with this Agreement of the other Transaction shall be resolved first pursuant to applicable federal law; second, pursuant to applicable State law; and third, pursuant to the applicable laws of the Tribe if no State or federal law applies. The parties designate the United States District Court for the Western District of Michigan as the forum for any litigation arising out of or relating to this Agreement. Notwithstanding the foregoing, as for any dispute to which the Uniform Commercial Code would apply, that Code, as adopted by the State, shall apply.

8.2 Scope of Waiver. Subject to the provisions of Article 8, the Tribe hereby expressly waives the jurisdiction of any courts of the Tribe and expressly provides a limited waiver of its sovereign immunity from suit and consents to suit by the City in accordance with and pursuant to the terms and provisions of Article 8 with respect to non-monetary relief for the limited purpose of enforcement of this Agreement. The Tribe, upon request from the City, shall execute and deliver such documentation as the City shall reasonably request for the purposes of verifying the effectiveness of the Tribe's waiver of its sovereign immunity pursuant to the terms and provisions hereof.

8.3 Procedural Requirements. The Tribe's waiver of its sovereign immunity as to unconsented suit is effective if, and only if, each and every one of the following conditions is met:

8.3.1 The claim is made by the City of Lansing and not by any other person, corporation, partnership or entity, whatsoever;

8.3.2 The claim alleges a breach by the Tribe of one or more specific obligations or duties assumed pursuant to the terms and provisions of this Agreement or other agreement required herein; and

8.3.3 The claim seeks specific performance of this Agreement or any other agreement required herein, and/or injunctive relief related to the claimed noncompliance.

8.4 Term. The waiver granted herein shall commence on the Effective Date and shall continue for the longer of one (1) year following the termination of this Agreement pursuant to and in accordance with the terms and provisions hereof, or two (2) years after the claim accrues or is discovered upon the exercise of due diligence, except that the waiver shall remain effective for any proceedings then pending, and all appeals therefrom.

8.5 Enforcement. The Tribe expressly waives sovereign immunity from a judgment or order consistent with the terms and provisions of this Article 8 which is final because either the time for appeal thereof has expired or an order is issued by a court having final appellate

jurisdiction over the matter. The Tribe waives its sovereign immunity in, and consents to the jurisdiction of, to be sued in and to accept and be bound by any order of the United States District Court for the Western District of Michigan and any federal court having appellate jurisdiction over that court, consistent with the terms and provisions of this Article 8, without the necessary of exhaustion of Tribal remedies. Further, the Tribe waives its sovereign immunity as to an action by City in the aforementioned courts seeking injunctive and/or declaratory relief against Tribe based upon an attempt by the Tribe to revoke, limit, restrict or in any way amend its waiver of its sovereign immunity under this Agreement or any other document contemplated herein, and as to enforcement in said courts of any such final judgment against the Tribe, subject to the limitations in this Agreement.

8.6 Expenses of Judicial Enforcement. Except as may be ordered by a court of competent jurisdiction, and unless expressly authorized in this Agreement or any other agreement required herein, each Party shall bear their own respective costs and expenses, including, without limitation reasonable attorneys' fees, incurred in connection with any judicial proceedings authorized under this Agreement.

8.7 Guaranty of Tribe. The Tribe agrees that it will not revoke or limit, in whole or in part, the Tribe's limited waiver of sovereign immunity contained in this Article 8 or in any way attempt to revoke nor limit, in whole or in part, such limited waiver of sovereign immunity. In the event of any such revocation or attempted revocation, the City and the Tribe expressly recognize and agree that there remains no adequate remedy at law available to the City, and the Tribe hereby consents to and will not oppose the entry of appropriate injunctive relief, consistent with the terms and conditions of this Agreement, against the Tribe which may be necessary to give effect to the waiver of sovereign immunity contained in this Article 8. In the event of any attempted limitation or revocation of the limited waiver of sovereign immunity granted herein, the City may immediately seek judicial injunctive relief as provided in this Section without first complying with any of the prerequisites contained in this Section to the limited waiver of sovereign immunity granted herein.

Article 9: DEVELOPER'S INDEMNIFICATION

9.1 Developer's Indemnification of the City and LEDC. On and after the Effective Date of this Agreement, Developer shall defend, indemnify and hold harmless the City and LEDC and each of their officers, agents and employees (collectively the "Indemnitees" and individually an "Indemnatee") from and against any and all Legal Claims, including but not limited to, liabilities, losses, damages, costs, expenses, claims, obligations, penalties and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses and other consultants at the prevailing market rate for such services) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty or any other principal of law, that are imposed upon, incurred by or asserted against Indemnitees or which Indemnitees may suffer or be required to pay and which arise out of or relate in any manner to the Project, this Agreement or any other subsequent agreements required herein, but in no event shall Developer's indemnification obligations hereunder extend to any losses, claims or damages based on loss of profit or benefit of the bargain or any other consequential damage. In case any action or proceeding shall be brought against any Indemnatee based upon any claim in respect of which Developer has agreed

to indemnify any Indemnitee, Developer will upon notice from Indemnitee defend such action or proceeding on behalf of any Indemnitee at Developer's sole cost and expense and will keep Indemnitee fully informed of all developments and proceedings in connection therewith and will furnish Indemnitee with copies of all papers served or filed therein, irrespective of by whom served or filed. Developer shall defend such action with counsel it selects provided that such counsel is reasonably satisfactory to Indemnitee. Each Indemnitee shall have the right, but not the obligation, at its own cost, to be represented in any such action by counsel of its own choosing.

9.2 Developer's Exclusions to Indemnify the City or LEDC. Notwithstanding anything to the contrary contained in this Section 9.1 above, Developer shall not indemnify and shall have no responsibility to Indemnitees for: (i) any matter involving the gross negligence or willful misconduct of any of the Indemnitees; (ii) any matter giving rise to any liability of any of the Indemnitees prior to the Effective Date, except for such liabilities arising from acts or omissions undertaken by or at the request or insistence of Developer. The foregoing exclusions from Developer's obligation to indemnify Indemnitees set forth above shall in no event apply to Developer's environmental indemnity obligations set forth in this Agreement.

9.3 Escrowed Indemnification Funds. On or before the closing of the Corner Parcel, Developer shall place \$100,000.00 in escrow, subject to the terms and conditions of the Corner Parcel Closing Agreement. The Developer, City and LEDC agree, subject to the terms and conditions of the escrow agreement provisions in the Corner Parcel Closing Agreement, that the escrow moneys are designed for, and shall be released to the City or LEDC in the event Developer fails to provide indemnification to the City or LEDC, for whatever reason with respect to defending any Legal Claim asserted against the City or the LEDC, or any claim the City or LEDC shall pursue, at its sole discretion, to ensure Indian gaming activities are conducted on either the Corner Parcel or the Showcase Casino Parcel.

Article 10: ADDITIONAL REPRESENTATIONS AND WARRANTIES

10.1 Developer Representations and Warranties. Developer represents and warrants the following:

10.1.1 Authority. The Developer has (i) all power and authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) entered into no agreement that would limit or restrict its right to enter into this Agreement and fulfill its obligations hereunder

10.1.2 No Litigation. The Developer, as of January 23, 2012, has not received any notice of, nor is it aware of, any pending Legal Claim that would materially and adversely impair its ability to perform its covenants and obligations under this Agreement.

10.2 City and LEDC Representations and Warranties. The City and LEDC represent and warrant that, as of the Effective Date:

10.2.1 Authority. Subject to the City Council and the LEDC Board of Directors approval of this Agreement, the City and the LEDC (i) have the authority to enter

into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) have entered into no agreement that would limit or restrict the City or LEDC's right to enter into this Agreement and fulfill its obligations hereunder that have not otherwise already been previously disclosed to Developer and Tribe prior to the Effective Date.

10.2.2 No Third Party Rights. Neither the City nor LEDC have granted any third parties any possession, occupancy or use rights with respect to the Corner Parcel or the Showcase Casino Parcel.

10.2.3 No Litigation. Neither the City nor LEDC, as of January 23, 2012, have received any notice of, nor are they aware of, any pending Legal Claim that would materially and adversely impair their ability to perform their covenants and obligations under this Agreement.

10.3 Tribal Representations and Warranties. The Tribe represents and warrants that, as of the Effective Date:

10.3.1 Authority. Subject to the Tribe's Board of Director's approval of this Agreement, the Tribe (i) has the authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) has entered into no agreement that would limit or restrict the Tribe's right to enter into this Agreement and fulfill its obligations hereunder that have not otherwise already been previously disclosed to Developer, City or LEDC prior to the Effective Date.

10.3.2 No Third Party Rights. Tribe has not granted any third parties any possession, occupancy or use rights with respect to the Corner Parcel or the Showcase Casino Parcel.

10.3.3 No Litigation. The Tribe, as of January 23, 2012, has not received any notice of, or is aware of any pending Legal Claim that would materially and adversely impair its ability to perform their covenants and obligations under this Agreement.

Article 11: MISCELLANEOUS PROVISIONS

11.1 Agreement Condition Precedent. No Party to this Agreement shall be obligated to undertake any duties under this Agreement unless and until: (i) the Mayor executes and delivers this Agreement pursuant to the City Council approval of this Agreement, and (ii) The Chief Executive Officer of the LEDC executes and delivers this Agreement, and (iii) The Tribe's Tribal Chairman executes and delivers this Agreement pursuant to the Tribal Council approval of this Agreement, and (iv) The Developer duly authorizes and executes, and delivers this Agreement.

11.2 Effect of Agreement. The City shall be obligated to perform only those undertakings expressly set forth in this Agreement. Execution of this Agreement in no way constitutes City approval of the Project or obligates the City to support or approve the Project except as expressly set forth herein.

11.3 City Authority. Unless expressly stated otherwise in this Agreement, where consent, authority or agreement of the City is required or requested under this Agreement or any other agreements referenced herein, such consent, authority or agreement may be negotiated and provided by the Mayor.

11.4 LEDC Authority. Unless expressly stated otherwise in this Agreement, where consent, authority or agreement of the LEDC is required or requested under this Agreement or any other agreements referenced herein, such consent, authority or agreement may be provided by the Chief Executive Officer of the LEDC.

11.5 Term. The term of this Agreement shall commence on the Effective Date and shall expire (i) on the date of Project Completion, (ii) upon a written termination by the City, Tribe or the Developer pursuant to this Agreement.

11.6 Costs. Except as specifically set forth in this Agreement or otherwise agreed to by the Parties under a separate agreement, the Parties will bear their own costs and fees with respect to actions taken as required by this Agreement or in support of such obligations.

11.7 Assignment of this Agreement. No party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of all other Parties hereto, which consent shall not be unreasonably withheld.

11.8 Notices. All notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below

If to the City:

City of Lansing
Attn: Mayor, City of Lansing
124 W. Michigan Avenue
Lansing, Michigan 48933
Attention: Mayor

With a copy to:

City of Lansing
Attn: City Attorney
124 W. Michigan Avenue
Lansing, Michigan 48933

And a copy to:

Miller, Canfield, Paddock and Stone, PLC
Attn: G. Alan Wallace, Esq
One Michigan Avenue, Suite 900
Lansing, Michigan 48933

If to the Lansing Economic Development Corporation:

Lansing EDC
Attn: CEO, Lansing EDC
401 S. Washington Sq.
Suite 1000
Lansing, Michigan 48933

If to the Tribe:

Sault Ste. Marie Tribe of Chippewa Indians
Attn: Tribal Chairman
523 Ashmun Street
Sault Ste. Marie, Michigan 49783

If to the Developer:

Lansing Future, LLC
9000 Age Avenue
Jackson, Michigan 49201

With a copy to:

Mr. John Marxer, Esq.
P.O. Box 1377
Novi, Michigan 48376

11.9 Amendment. No amendment or modification to or of this Agreement shall be binding upon any Party hereto until such amendment or modification is reduced to writing and executed by all Parties hereto.

11.10 Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.

11.11 Recordation. This Agreement, or a memorandum thereof, reasonably acceptable to the Parties, shall be recorded in the Office of the Register of Deeds for Ingham County, Michigan.

11.12 Survival. The terms, conditions and provisions of this Agreement shall survive its termination.

11.13 Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

11.14 Time of the Essence. Time shall be of the essence of this Agreement.

11.15 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. To the best extent possible, the Parties agree to the following sequence of events relative to approvals:

11.15.1 The Developer shall approve this Agreement first.

11.15.2 The LEDC Board of Directors shall approve this Agreement second.

11.15.3 The Tribe's Board of Directors and its gaming authority management board shall approve this Agreement third.

11.15.4 The Lansing City Council shall approve this Agreement last.

11.16 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

11.17 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan, except where preempted by federal law, which shall include all matters under the Tribe's limited waiver of sovereign immunity as stated in Article 8.

11.18 Joint Cooperation. Each Party to this Agreement shall (i) take all actions required of it by the terms of this Agreement as expeditiously as possible; (ii) cooperate, to the fullest extent possible, with any other Party to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the Project, or any other improvements which are undertaken in connection with the foregoing, in the granting and obtaining of all easements, rights of way, permits, licenses, approvals and any other consents or permissions necessary for the construction or operation thereof; (iii) execute and deliver all reasonable documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to the Project to secure the Developer's financing from such lenders; and (iv) use its reasonable efforts to assist the other party to this Agreement in the discharge of their respective obligations hereunder.

11.19 Brokers. The City warrants to the Developer that the City has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party. The Developer warrants to the City that the Developer has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party.

11.20 Force Majeure. No Party hereto shall be liable for the failure to perform its obligations hereunder if such failure is due to unforeseeable events beyond the Party's reasonable control and without such party's fault or negligence, including, but not limited to acts of God, acts of the public enemy, acts of the other party, fires, flood, epidemics, quarantine restriction, strikes and embargoes, or shortages of materials and delays of contractors due to such causes, but excluding any acts of the state or federal governments or their respective agencies or departments. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the Party seeking relief from its obligations under this Section 11.20 shall notify the other Parties in writing, setting forth the event giving rise to such failure to perform, within ten (10) business days following the occurrence of such event.

11.21 Joint Drafting. This Agreement shall be construed as being jointly drafted by all Parties hereto.

11.22 Entire Agreement. The Agreement, including all exhibits attached hereto and made a part hereof, contains all agreements between the Parties as of the Effective Date. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement.

11.23 Statement of Lack of Necessity. Pursuant to Lansing City 8-403 and the real property disposition ordinances promulgated there under, the real property to be disposed of in this Agreement or any other agreements referenced or required herein is not necessary for public purposes, as set forth in this Agreement.

[signatures on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

THE CITY OF LANSING

CITY OF LANSING,
a Michigan municipal corporation, as authorized
by Resolution No.: _____

By: [Signature]
Honorable Virg Bernero,
Mayor

By: [Signature]
Chris Swope, Clerk for the City of Lansing

Approved as to form:

By: [Signature]
Brigham C. Smith, Lansing City Attorney

By: [Signature]
Miller Canfield Paddock & Stone, PLC
G. Alan Wallace

STATE OF MICHIGAN)
)SS
COUNTY OF INGHAM)

I hereby certify that on this 27 day of March 2012, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared the Honorable Virg Bernero, the Mayor of the City of Lansing, a Michigan municipal corporation, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of the City of Lansing as Mayor.

Notary Public
County, _____
Acting in _____ County
My Commission Expires: _____

PHYLLIS JEAN DAHL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Sept. 20, 2019
Acting in the County of Ingham

**LANSING ECONOMIC DEVELOPMENT
CORPORATION**

LANSING ECONOMIC DEVELOPMENT
CORPORATION, a Michigan public development
corporation,

By: Karl R. Dorshimer
Karl Dorshimer
Its: ~~Acting~~ President and CEO

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

I hereby certify that on this 23rd day of February 2012, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Karl Dorshimer, the acting President and CEO of the Lansing Economic Development Corporation, a Michigan public development corporation, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of Lansing Economic Development Corporation as a duly authorized officer.

Rhonda R. F. Dancer

Notary Public

County, _____
Acting in _____ County
My Commission Expires: _____

RHONDA R. F. DANCER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Mar. 17, 2012
Acting in the County of Ingham

**THE SAULT STE. MARIE TRIBE OF
CHIPPEWA INDIANS**

SAULT STE. MARIE TRIBE OF CHIPPEWA
INDIANS, a federally-recognized Indian Tribe

By: Joseph V. Eitrem
Honorable Joseph Eitrem
Its: Chairman

By: John Wernet
John Wernet
Its: General Counsel

STATE OF MICHIGAN)
)SS
COUNTY OF Chippewa

I hereby certify that on this 25 day of January 2012, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared the Honorable Joseph Eitrem, the Chairman of the Sault Ste. Marie Tribe of Chippewa Indians, a federally-recognized Indian Tribe, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of Sault Ste. Marie Tribe of Chippewa Indians, a federally-recognized Indian Tribe as a duly authorized officer and member.

Joanne Pavlat Carr
Notary Public
Chippewa County, Michigan
Acting in Chippewa County
My Commission Expires: 7-21-2012

JOANNE PAVLAT CARR
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF CHIPPEWA
MY COMMISSION EXPIRES JULY 21, 2012
ACTING IN CHIPPEWA COUNTY

**THE KEWADIN CASINOS GAMING
AUTHORITY**

KEWADIN CASINOS GAMING AUTHORITY, a
duly authorized entity created under the laws of the
Sault Ste. Marie Tribe of Chippewa Indians, a
federally-recognized Indian Tribe

By: Joseph V. Eitrem
Honorable Joseph Eitrem
Its: Chairman

By: John Wernet
John Wernet
Its: General Counsel

STATE OF MICHIGAN)
)SS
COUNTY OF Chippewa

I hereby certify that on this 25 day of January 2012, before me, the subscriber, a
Notary Public of the State aforesaid, personally appeared the Honorable Joseph Eitrem, the
Chairman of the Sault Ste. Marie Tribe of Chippewa Indians, a federally-recognized Indian
Tribe, and he being authorized so to do, executed the foregoing for the purposes therein
contained on behalf of Sault Ste. Marie Tribe of Chippewa Indians, a federally-recognized Indian
Tribe as a duly authorized officer and member.

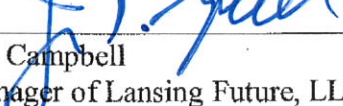
Joanne Pavlat Carr
Notary Public
Chippewa County, Michigan
Acting in Chippewa County
My Commission Expires: 7-21-2012

JOANNE PAVLAT CARR
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF CHIPPEWA
MY COMMISSION EXPIRES JULY 21, 2012
ACTING IN CHIPPEWA COUNTY

THE DEVELOPER

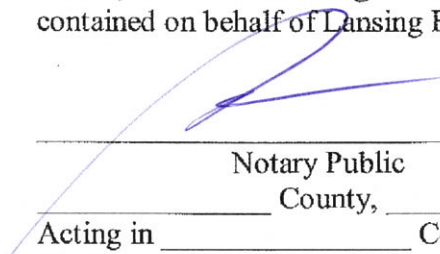
LANSING FUTURE LLC,
a Michigan limited liability company

By: Lansing Future Management, LLC, a Michigan
limited liability company, Manager

By: 
Jerry D. Campbell
Its: Manager of Lansing Future, LLC

STATE OF MICHIGAN)
)SS
COUNTY OF INGHAM)

I hereby certify that on this 23RD day of January 2012, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Jerry D. Campbell, as the Manager of Lansing Future, LLC, a Michigan limited liability company, as the managing member of Lansing Future, LLC and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of Lansing Future, LLC as a duly authorized manager. Future



Notary Public
County, _____
Acting in _____ County
My Commission Expires: _____

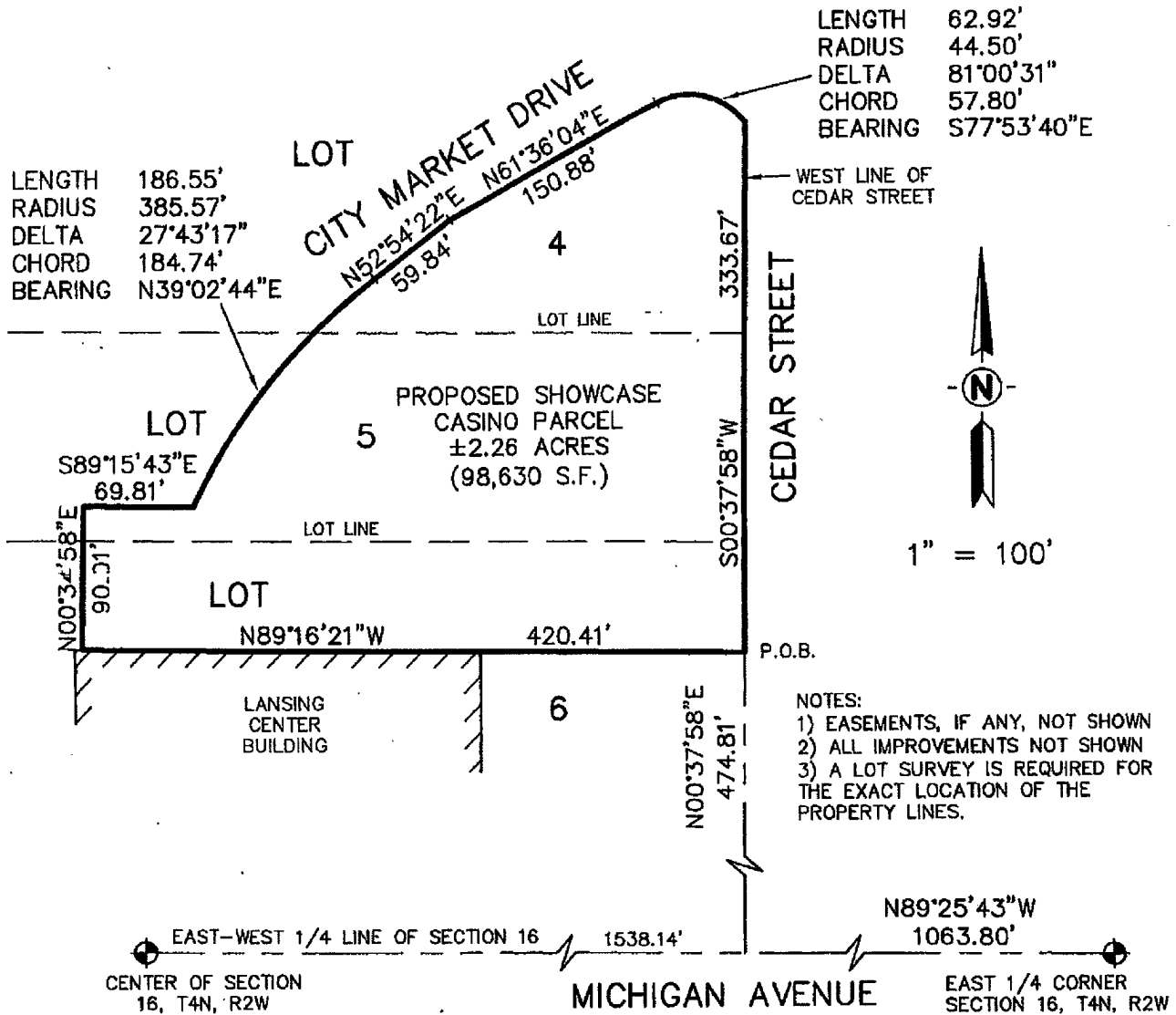
PHYLLIS JEAN DAHL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Sept. 20, 2013
Acting in the County of Ingham

EXHIBITS

EXHIBIT A

PLOT PLAN

For:
City of Lansing
316 N. Capitol Avenue, Ste D2
Lansing, MI 48933



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

- R = Recorded Distance
M = Measured Distance
— = Proposed Parcel Line
--- = Distance Not to Scale
[Pattern] = Deck, Porch, Sidewalk, & Patio Areas



KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY ---

JOB NUMBER:

SHEET 1 OF 2

84678.BND-3

PLOT PLAN

For:
City of Lansing
316 N. Capitol Avenue, Ste D2
Lansing, MI 48933

Proposed Legal Description of Showcase Casino Parcel: A parcel of land in the Northeast 1/4 of Section 16, T4N, R2W, City of Lansing, Ingham County, Michigan, being part of Lots 4, 5 and 6 and vacated Depot and Ottawa Streets, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence N89°25'43"W along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence N00°37'58"E along the West line of Cedar Street and it's extension 474.81 feet to the point of beginning of this description; thence N89°16'21"W along a building wall line and it's extension 420.41 feet; thence N00°34'58"E 90.01 feet; thence S89°15'43"E 69.81 feet; thence Northeasterly 186.55 feet along a curve to the right, said curve having a radius of 385.57 feet, a delta angle of 27°43'17" and a chord length of 184.74 feet bearing N39°02'44"E; thence N52°54'22"E 59.84 feet; thence N61°36'04"E 150.88 feet; thence Southeasterly 62.92 feet along a curve to the right, said curve having a radius of 44.50 feet, a delta angle of 81°00'31" and a chord length of 57.80 feet bearing S77°53'40"E to said West line of Cedar Street; thence S00°37'58"W along said West line 333.67 feet to the point of beginning; said parcel containing 2.26 acres more or less (98,630 square feet); said parcel subject to any vacated streets or alleys; said parcel subject to any streets or alleys not vacated; said parcel subject to all easements and restrictions if any.

Dane Pascoe 1/20/12
Dane B. Pascoe Date:
Professional Surveyor No. 54434

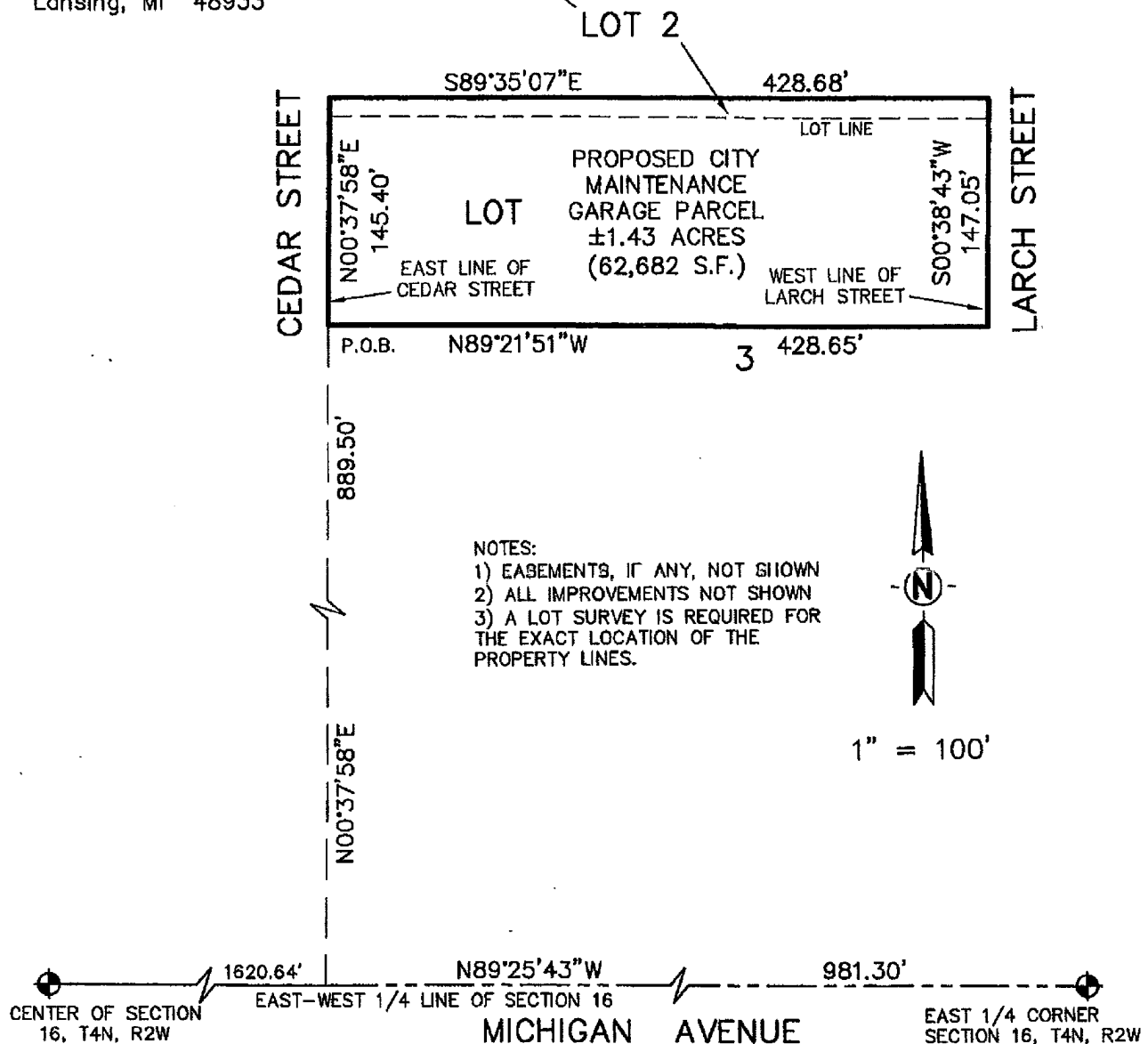


	KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS	
	2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 13432 PRESTON DRIVE, MARSHALL, MI 49068 PH. 269-781-9800 FAX. 269-781-9805	
DRAWN BY KDB	SECTION 16, T4N, R2W	
FIELD WORK BY ---	JOB NUMBER:	
SHEET 2 OF 2	84678.BND-3	

EXHIBIT B

PLOT PLAN

For:
City of Lansing
316 N. Capitol Avenue, Ste D2
Lansing, MI 48933



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

- R = Recorded Distance
M = Measured Distance
— = Proposed Parcel Line
--- = Distance Not to Scale
▨ = Deck, Porch, Sidewalk, & Patio Areas



KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY ---

JOB NUMBER:

SHEET 1 OF 2

84678.BND-6

PLOT PLAN

For:

City of Lansing
316 N. Capitol Avenue, Ste D2
Lansing, MI 48933

Proposed Legal Description of City Maintenance Garage Parcel: A parcel of land in the Northeast 1/4 of Section 16, T4N, R2W, City of Lansing, Ingham County, Michigan, being part of Lots 2 and 3, Block 244, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence N89°25'43"W along the East-West 1/4 line of said Section 16 a distance of 981.30 feet; thence N00°37'58"E 889.50 feet to a point on the East line of Cedar Street and the point of beginning of this description; thence N00°37'58"E along said East line 145.40 feet; thence S89°35'07"E 428.68 feet to the West line of Larch Street; thence S00°38'43"W along said West line 147.05 feet; thence N89°21'51"W 428.65 feet to the point of beginning; said parcel containing 1.43 acres more or less (62,682 square feet); said parcel subject to any vacated streets or alleys; said parcel subject to any streets or alleys not vacated; said parcel subject to all easements and restrictions if any.

Dane Pascoe 1/20/12
Dane B. Pascoe Date:
Professional Surveyor No. 54434



KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY ---

JOB NUMBER:

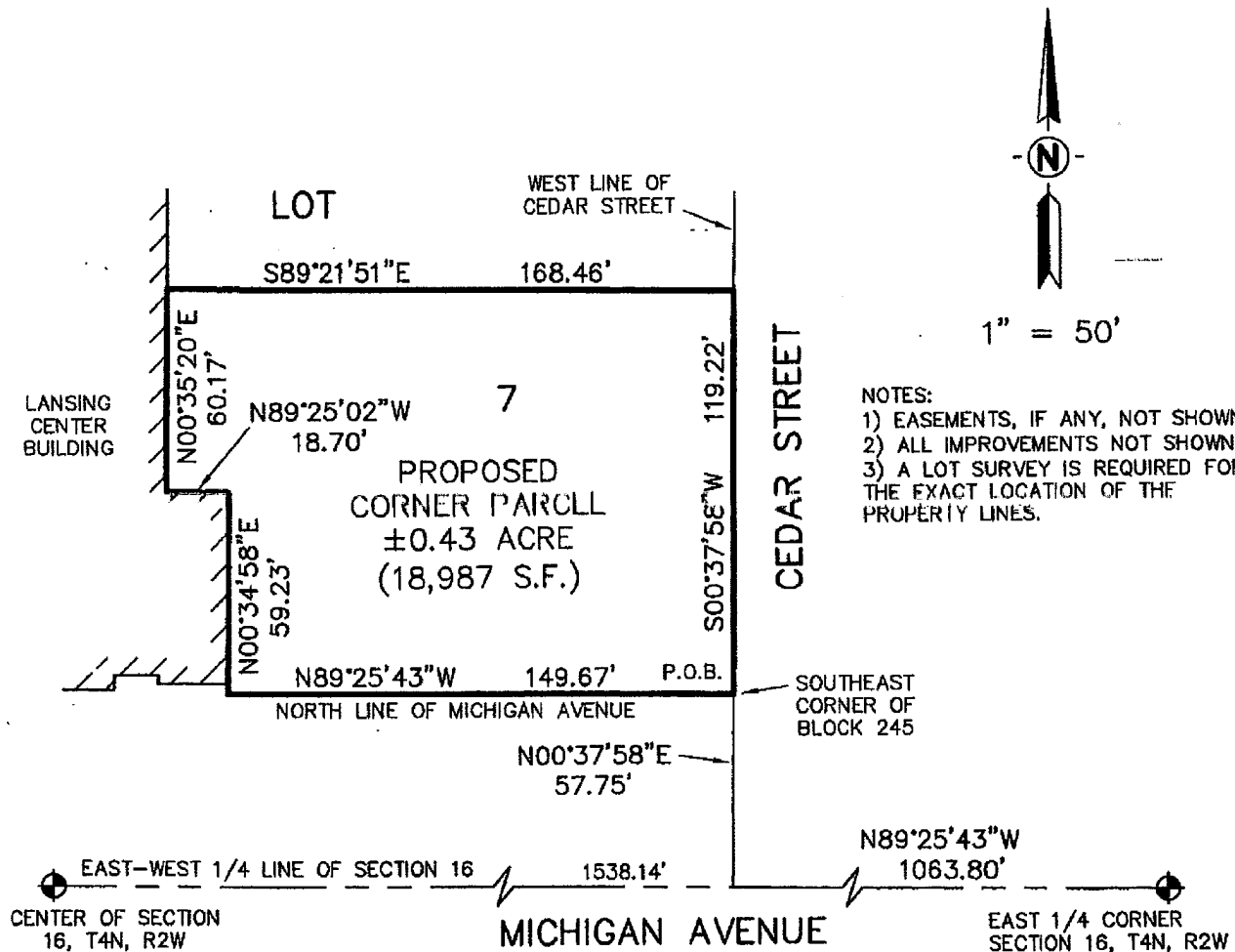
SHEET 2 OF 2

84678.BND-6

EXHIBIT C

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

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 [Pattern] = Deck, Porch, Sidewalk, & Patio Areas



KEBS, INC. KYES ENGINEERING
 BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
 PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
 PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY ---

JOB NUMBER:

SHEET 1 OF 2

84678.BND-1

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933

Proposed Legal Description of Corner Parcel: A parcel of land in the Northeast 1/4 of Section 16, T4N, R2W, City of Lansing, Ingham County, Michigan, being part of Lot 7 and vacated Depot Street, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records and also those parts of Block 1 and a vacated alley adjacent thereto and vacated Depot Street in Downer's Subdivision on Lot 7, Block 245, City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 1 of Plats, Page 37, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence N89°25'43"W along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence N00°37'58"E 57.75 feet to the Southeast corner of said Block 245 and the point of beginning of this description; thence N89°25'43"W along the South line of said Block 245 and the North line of Michigan Avenue 149.67 feet; thence N00°34'58"E along a building wall line 59.23 feet; thence N89°25'02"W continuing along the building wall line 18.70 feet; thence N00°35'20"E continuing along the building wall line 60.17 feet; thence S89°21'51"E 168.46 feet to the West line of Cedar Street; thence S00°37'58"W along said West line 119.22 feet to the point of beginning; said parcel containing 0.43 acre more or less (18,987 square feet); said parcel subject to any vacated streets or alleys; said parcel subject to any streets or alleys not vacated; said parcel subject to all easements and restrictions if any.

Dane Pascoe 1/20/12
 Dane B. Pascoe Date:
 Professional Surveyor No. 54434




 KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS 2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 13432 PRESTON DRIVE, MARSHALL, MI 49068 PH. 269-781-9800 FAX. 269-781-9805	
DRAWN BY KDB	SECTION 16, T4N, R2W
FIELD WORK BY ---	JOB NUMBER:
SHEET 2 OF 2	84678.BND-1

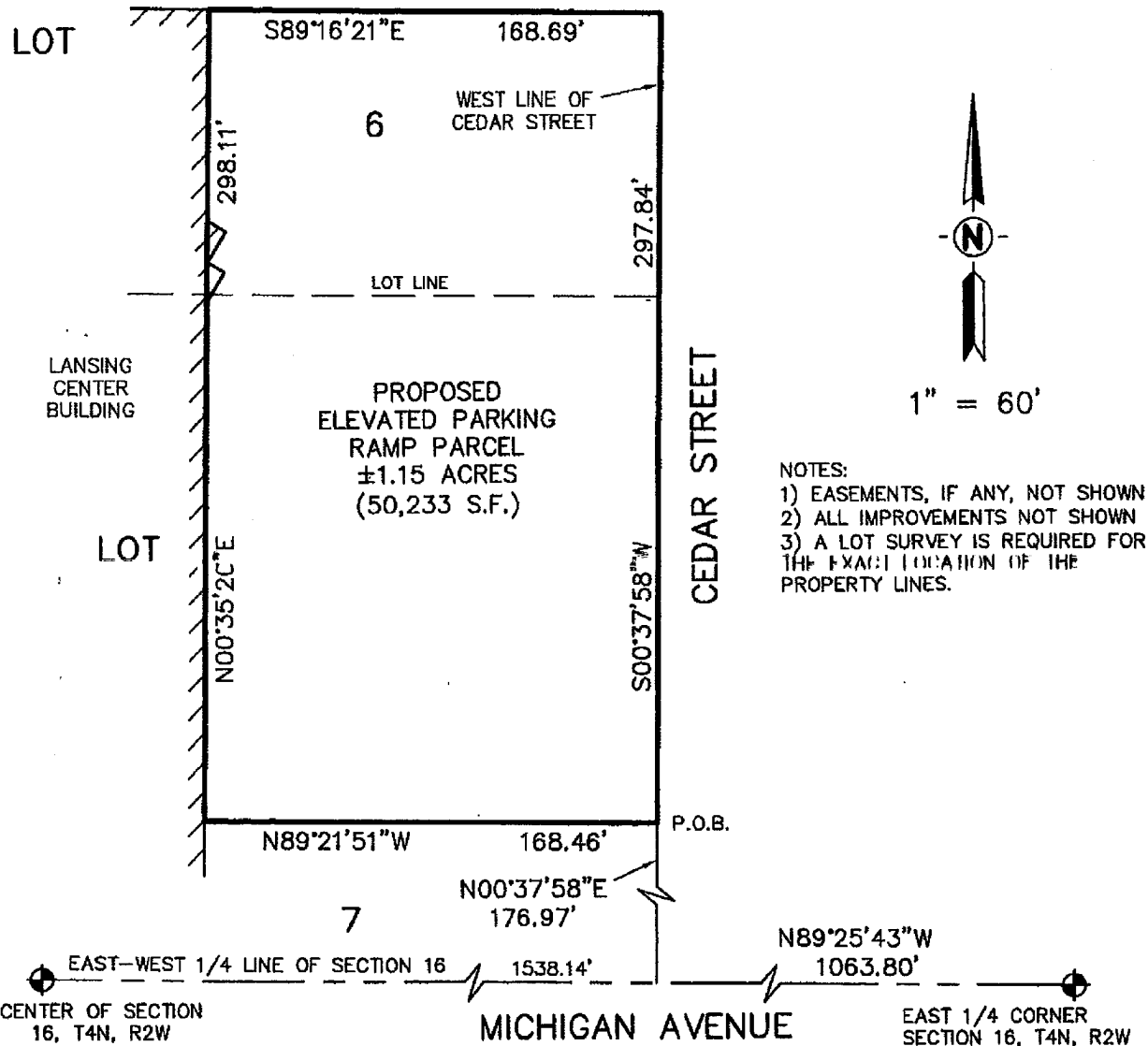
EXHIBIT D

N 69° 25' 45" W
E 57 1/4 CORNER
SECTION 16, T4N, R20W
CASSITY A. BRYAN
JAN 12-2-11
DATE

EXHIBIT E

PLOT PLAN

For:
City, of Lansing
316 N. Capitol Avenue, Ste D2
Lansing, MI 48933



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

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[Pattern] = Deck, Porch, Sidewalk, & Patio Areas



KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY ---

JOB NUMBER:

SHEET 1 OF 2

84678.BND-2

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933

Proposed Legal Description of Elevated Parking Ramp Parcel: A parcel of land in the Northeast 1/4 of Section 16, T4N, R2W, City of Lansing, Ingham County, Michigan, being part of Lots 6 and 7 and vacated Depot Street, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence N89°25'43"W along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence N00°37'58"E along the West line of Cedar Street and it's extension 176.97 feet to the point of beginning of this description; thence N89°21'51"W 168.46 feet; thence N00°35'20"E along a building wall line 298.11 feet; thence S89°16'21"E 168.69 feet to said West line of Cedar Street; thence S00°37'58"W along said West line 297.84 feet to the point of beginning; said parcel containing 1.15 acres more or less (50,233 square feet); said parcel subject to any vacated streets or alleys; said parcel subject to any streets or alleys not vacated; said parcel subject to all easements and restrictions if any.

Dane Pascoe 1/20/12
 Dane B. Pascoe Date:
 Professional Surveyor No. 54434



KEBS, INC. KYES ENGINEERING
 BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
 PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49088
 PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY ---

JOB NUMBER:

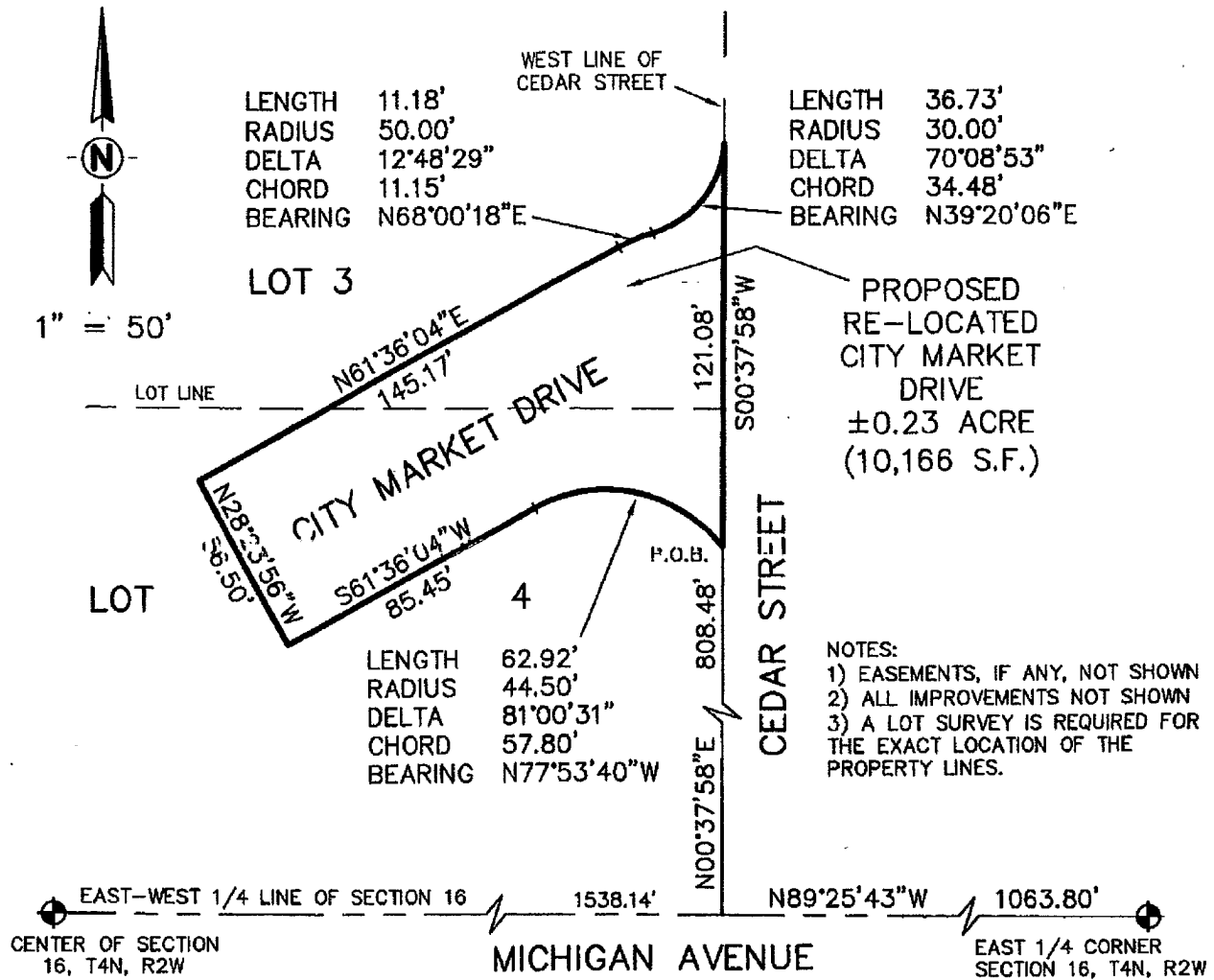
SHEET 2 OF 2

84678.BND-2

EXHIBIT F

PLOT PLAN

For:
City of Lansing
316 N. Capitol Avenue, Ste D2
Lansing, MI 48933



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

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KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY ---

JOB NUMBER:

SHEET 1 OF 2

84678.BND-4

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933

Proposed Legal Description of Re-located City Market Drive Parcel: A parcel of land in the Northeast 1/4 of Section 16, T4N, R2W, City of Lansing, Ingham County, Michigan, being part of Lots 3 and 4 and vacated Mill Street, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence N89°25'43"W along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence N00°37'58"E along the West line of Cedar Street and it's extension 808.48 feet to the point of beginning of this description; thence Northwesterly 62.92 feet along a curve to the left, said curve having a radius of 44.50 feet, a delta angle of 81°00'31" and a chord length of 57.80 feet bearing N77°53'40"W; thence S61°36'04"W 85.45 feet; thence N28°23'56"W 56.50 feet; thence N61°36'04"E 145.17 feet; thence Northeasterly 11.18 feet along a curve to the right, said curve having a radius of 50.00 feet, a delta angle of 12°48'29" and a chord length of 11.15 feet bearing N68°00'18"E; thence Northeasterly 36.73 feet along a curve to the left, said curve having a radius of 30.00 feet, a delta angle of 70°08'53" and a chord length of 34.48 feet bearing N39°20'06"E to said West line of Cedar Street; thence S00°37'58"W along said West line 121.08 feet to the point of beginning; said parcel containing 0.23 acre more or less (10,166 square feet); said parcel subject to any vacated streets or alleys; said parcel subject to any streets or alleys not vacated; said parcel subject to all easements and restrictions if any.

Dane Pascoe 1/20/12
 Dane B. Pascoe Date:
 Professional Surveyor No. 54434



KEBS, INC. KYES ENGINEERING
 BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
 PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
 PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

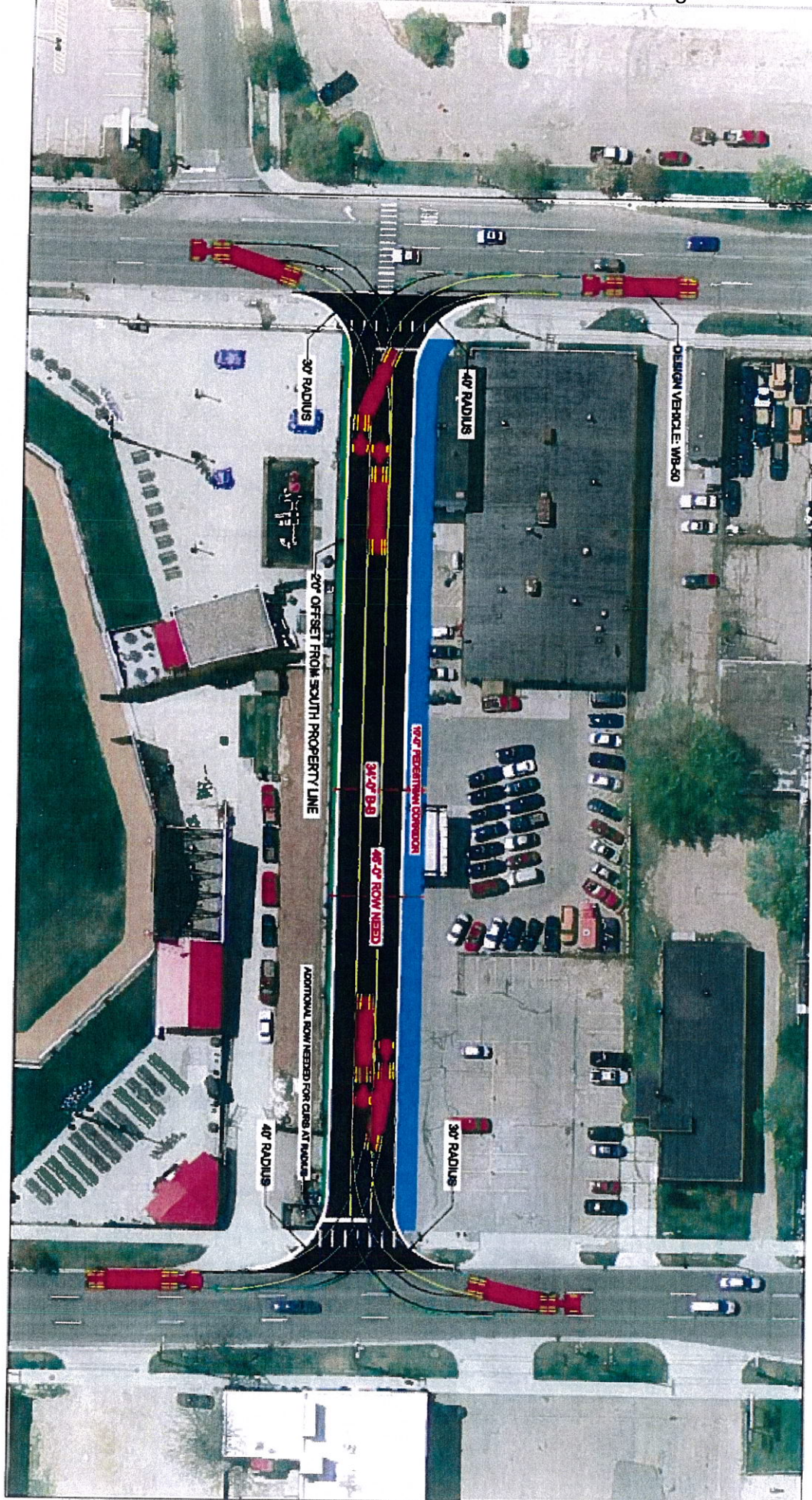
FIELD WORK BY ---

JOB NUMBER:

SHEET 2 OF 2

84678.BND-4

EXHIBIT G



Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to Trust Acquisition
Lansing, Michigan parcels

EXHIBIT 4

TITLE COMMITMENT AND PROPOSED WARRANTY DEED
FOR SHOWCASE PARCEL

William T. Sheahan Title Company

An Insurance Agency

An Agency For First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

1. Effective Date **January 10, 2014 at 8:00 a.m.**

Case No. WS11546
Revision No. 4

2. Policy or policies to be issued:

(a)

Amount \$ 960,000.00

☒ ALTA Owner's Policy

☐ MI Residential Title Insurance Policy

Proposed Insured:

**Sault Ste. Marie Tribe of Chippewa Indians, a federally
recognized Indian Tribe**

(b) ALTA Loan Policy

Amount \$ _____

Proposed Insured:

(c)

Amount \$ _____

Proposed Insured:

3. Title to the **fee simple** estate or interest in the land described or referred to in this Commitment is at the effective date hereof vested in:

City of Lansing, a municipal corporation

4. The land referred to in this Commitment is situated in the **City of Lansing, County of Ingham**, State of Michigan, and described as follows:

Legal Description of Showcase Casino Parcel: A parcel of land in the Northeast 1/4 of Section 16, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, being part of Lots 4, 5, and 6, and vacated Depot and Ottawa Streets, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence North 89 degrees 25 minutes 43 seconds West along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence North 00 degrees 37 minutes 58 seconds East along the West line of Cedar Street and its extension 474.81 feet to the point of beginning of this description; thence North 89 degrees 16 minutes 21 seconds West along a building wall line and its extension 420.41 feet; thence North 00 degrees 34 minutes 58 seconds East 90.01 feet; thence South 89 degrees 15 minutes 43 seconds East 69.81 feet; thence Northeasterly 186.55 feet along a curve to the right, said curve having a radius of 385.57 feet, a delta angle of 27 degrees 43 minutes 17 seconds and a chord length of 184.74 feet bearing

Sch. A – ALTA Commitment (MI)

William T. Sheahan Title Company
an Insurance Agency



Schedule A

(continued)

North 39 degrees 02 minutes 44 seconds East; thence North 52 degrees 54 minutes 22 seconds East 59.84 feet; thence North 61 degrees 36 minutes 04 seconds East 150.88 feet; thence Southeasterly 62.92 feet along a curve to the right, said curve having a radius of 44.50 feet, a delta angle of 81 degrees 00 minutes 31 seconds and a chord length of 57.80 feet bearing South 77 degrees 53 minutes 40 seconds East, to said West line of Cedar Street; thence South 00 degrees 37 minutes 58 seconds West along said West line 333.67 feet to the point of beginning.

Commitment No. WS11546

Schedule A – continued

Sch. A – ALTA Commitment (MI)

William T. Sheahan Title Company
an Insurance Agency

32820 Woodward Ave., Suite 210 • Royal Oak, Michigan 48073 • Phone: (248) 549-9000 • Fax: (248) 549-9000 Ex. III, p.95

SCHEDULE B – Section I

Requirements

The following are the requirements to be complied with:

Item(a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item(b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

1. Submit to the Company a certified true copy of the Resolution of the Shareholders and Board of Directors of City of Lansing, a municipal corporation, authorizing the sale of the subject land and directing the proper officers to execute the deed on behalf of the Corporation.
2. Record a Deed from City of Lansing, a municipal corporation to Sault Ste. Marie Tribe of Chippewa Indians, a federally recognized Indian Tribe.
3. The application for the ALTA Owner's Policy requests a policy to be issued without standard exceptions (exception Nos. 1, 2, 3, 4 and 5). The following requirements must be met and additional requirements may be made or exceptions taken for matters disclosed by the affidavit or survey:
 - (a) Submit satisfactory affidavit by Seller.
 - (b) Submit ALTA/ACSM survey of land identified in this commitment.
4. Submit to the Company satisfactory evidence from the U.S. Department of Interior, Bureau of Indian Affairs, that the Sault St. Marie Tribe of Chippewa Indians is a federally recognized tribe and, if so, authorizing the proposed purchase and mortgage, waiving sovereign immunity and allowing the tribe to be subject to the jurisdiction of state and/or federal courts with respect to its interest in the land described on Schedule A of this commitment.
5. Submit to the Company a satisfactory resolution of the tribal counsel authorizing the purchase and mortgage of the land described on Schedule A of this commitment, waiving its sovereign immunity (as recited above) and designating the proper party to execute the mortgage on behalf of the tribe.
6. Pay unpaid taxes and assessments unless shown as paid:

2013 Winter taxes – EXEMPT

2013 Summer taxes – EXEMPT

Special Assessment: Principal Shopping District in the amount of \$5,986.93.

Tax Parcel Identification: (part of) 33-01-01-16-253-052

Commonly known as: Vacant on N. Cedar Street
7. Pay unpaid taxes and assessments unless shown as paid:

2013 Winter taxes – EXEMPT

Commitment No. WS11546
Schedule B – Section 1 – Page 1

Commitment – Schedule B Sec. 1

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an Insurance Agency

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SCHEDULE B – Section 1
(continued)

2013 Summer taxes – EXEMPT

Tax Parcel Identification: (part of) 33-01-01-16-253-904

Commonly known as: Vacant on N. Cedar Street

SCHEDULE B – Section II

Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
4. Any lien, or right to a lien, for services, labor, or materials imposed by law and not shown by the public records.
5. Restrictions upon the use of the premises not appearing in the chain of title.
6. Taxes and assessments which constitute a lien, but are not yet due and payable.
7. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any homestead exemption status for the insured premises.
8. Easement for public utilities over that portion of Vacated Ottawa Street and Depot Street as contained in resolution recorded November 16, 1976 in Liber 1200, Page 19, Ingham County Records.
9. Terms and conditions of City of Lansing Development Plan for Urban Renewal Project No. 2 dated March 24, 1975 and recorded March 26, 1975 in Liber 1152, Page 339, and Liber 1181, Page 1083, Ingham County Records.
10. Assessment for Principal Shopping District as to tax parcel 33-01-01-16-253-052.
11. Any charges, fees or assessments arising from municipal regulations or requirements, including but not limited to, water, sewer, septic systems, utilities and improvements and code enforcements.
12. (a) Any law, ordinance or regulation of an Indian Tribe or Nation (including but not limited to building and zoning laws, ordinance, or regulations) restricting, regulating, prohibiting or relating to the occupancy, use or enjoyment of the land; the character, dimensions or location of any improvement now or hereafter erected on the land; a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or environmental protection, or the effect of any violation of these laws, ordinances or regulations, except to the extent that a notice of the enforcement thereof or a notice of defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at date of policy.

(b) Any exercise of police power by an Indian Tribe or Nation not excluded by (a) above except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at date of policy.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. WS11546
Schedule B – Section 2 – Page 1


Commitment – Schedule B Sec. 2

William T. Sheahan Title Company
an Insurance Agency

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SCHEDULE B – Section 2
(continued)

13. Rights of eminent domain exercised by an Indian Tribe or Nation unless notice of the exercise thereof has been recorded in the public records at date of policy, but not excluding from coverage any taking which has occurred prior to date of policy which would be binding on the rights of the purchaser for value without knowledge.

 First American Title	Commitment for Title Insurance
Commitment	ISSUED BY First American Title Insurance Company
	COMMITMENT NUMBER WS12178

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized authority.

In Witness Whereof, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company




Dennis J. Gilmore
President



Timothy Kemp
Secretary

Issuing Agent

WILLIAM T. SHEAHAN TITLE COMPANY
32820 Woodward Avenue
Suite 210
Royal Oak, MI 48073

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued may contain an arbitration clause. When the amount of the Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.*

WARRANTY DEED

The Grantor, the City of Lansing, a Michigan municipal corporation, whose address is 309 N. Washington Sq., Suite 016, Lansing, Michigan 48933, conveys and warrants to the Grantee, the Sault Ste. Marie Tribe of Chippewa Indians, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act, 25 U.S.C. § 476, the premises situated in the City of Lansing, County of Ingham, State of Michigan, described as follows:

(See Exhibit A Legal Description and property tax identification number)

for the full consideration of [SEE REAL ESTATE TRANSFER TAX AFFIDAVIT] which Grantor has received and acknowledged to be sufficient, subject to easements, rights-of-way, restrictions and servitudes of record, including the exceptions as set forth on Exhibit B attached hereto and made a part hereof.

This document is exempt from the State Transfer Tax, pursuant to 1966 PA 134, as amended; MCL 207.505(h)(i), and 1993 PA 330, as amended; MCL 207.526(h), because the Grantor is a municipality of the State of Michigan.

The Grantor grants to the Grantee the right to make all of the divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate notice, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Executed this ___ day of _____, 2014 by:

[Signatures and acknowledgements on the following page]

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land in the Northeast 1/4 of Section 16, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, being part of Lots 4, 5 and 6 and vacated Depot and Ottawa Streets, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence North 89 degrees 25 minutes 43 seconds West along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence North 00 degrees 37 minutes 58 seconds East along the West line of Cedar Street and its extension 474.81 feet to the point of beginning of this description; thence North 89 degrees 16 minutes 21 seconds West along a building wall line and its extension 420.41 feet; thence North 00 degrees 34 minutes 58 seconds East 90.01 feet; thence South 89 degrees 15 minutes 43 seconds East 69.81 feet; thence Northeasterly 186.55 feet along a curve to the right, said curve having a radius of 385.57 feet, a delta angle of 27 degrees 43 minutes 17 seconds and a chord length of 184.74 feet bearing North 39 degrees 02 minutes 44 seconds East; thence North 52 degrees 54 minutes 22 seconds East 59.84 feet; thence North 61 degrees 36 minutes 04 seconds East 150.88 feet; thence Southeasterly 62.92 feet along a curve to the right, said curve having a radius of 44.50 feet, a delta angle of 81 degrees 00 minutes 31 seconds and a chord length of 57.80 feet bearing South 77 degrees 53 minutes 40 seconds East, to said West line of Cedar Street; thence South 00 degrees 37 minutes 58 seconds West along said West line 333.67 feet to the point of beginning.

Tax Parcel I.D.No (part of) 33-01-01-16-253-113

Commonly known as: 333 E. Michigan Ave., Lansing, MI 48933

Tax Parcel I.D.No (part of) 33-01-01-16-253-052

Commonly known as: Vacant on North Cedar Street, Lansing, MI 48933

Exhibit B-Exceptions to Title

1. The terms conditions, restrictions and obligations set forth in that certain Comprehensive Development Agreement (For the Kewadin Grand River Casino Development Project) by and between Sault St. Marie Tribe of Chippewa Indians and the Kewadin Casinos Gaming Authority, a duly authorized entity created under the laws of the Sault Ste. Marie Tribe of Chippewa Indians and the City of Lansing, a Michigan municipal corporation and Lansing Economic Development Corporation, a Michigan public development corporation and Lansing Future LLC, a Michigan limited liability company, dated January 23, 2012, and recorded October 26, 2012, in Instrument No. 2012-044369, of the Ingham County Records.
2. Easement for public utilities over vacated Ottawa Street and Depot Street per the resolution recorded November 16, 1976 in Liber 1200, Page 19, of the Ingham County Records.
3. [Terms and conditions of City of Lansing Development Plan for Urban Renewal Project No. 2 dated March 24, 1975 and recorded March 26, 1975 in Liber 1152, Page 339, and Liber 1181, Page 1083, Ingham County Records.]
4. [Assessment for Principal Shopping District as to tax parcel 33-01-01-16-253-113.]

Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to Trust Acquisition
Lansing, Michigan parcels

EXHIBIT 5

LEGAL DESCRIPTION TO AND SURVEY FOR CORNER PARCEL

**Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to Trust Acquisition
Lansing, Michigan parcels**

EXHIBIT 5

LEGAL DESCRIPTION TO AND SURVEY FOR CORNER PARCEL

Land situated in the City of Lansing, County of Ingham, State of Michigan, and described as follows:

Part of Lot 7, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the plat thereof as recorded in Liber 2 of Plats, Page 36, Ingham County Records, AND ALSO parts of Block 1 and a vacated alley adjacent thereto in Downer's Subdivision on Lot 7, Block 245, City of Lansing, Michigan, according to the plat thereof as recorded in Liber 1 of Plats, Page 37, Ingham County Records, commencing at the Southeast corner of said Block 245, thence West on the North line of Michigan Avenue 149.65 feet; thence North 58.64 feet and West 19.3 feet and North 60.77 feet along the face of a building wall to a point; thence South 89 degrees 53 minutes 37 seconds East 168.82 feet to the West line of Cedar Street; thence South on said line 119.22 feet to the point of beginning.

SUBJECT PROPERTY IS ALSO DESCRIBED IN PLOT PLAN BY KEBS, INC., DATED JANUARY 20, 2012, BEING JOB NO. 84678.BND-1 AS FOLLOWS:

Legal Description of Corner Parcel: A parcel of land in the Northeast 1/4 of Section 16, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, being part of Lot 7 and vacated Depot Street, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36, 37 and 38, Ingham County Records and also those parts of Block 1 and a vacated alley adjacent thereto and vacated Depot Street in Downer's Subdivision on Lot 7, Block 245, City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 1 of Plats, Page 37, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence North 89 degrees 25 minutes 43 seconds West along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence North 00 degrees 37 minutes 58 seconds East 57.75 feet to the Southeast corner of said Block 245 and the point of beginning of this description; thence North 89 degrees 25 minutes 43 seconds West along the South line of said Block 245 and the North line of Michigan Avenue 149.67 feet; thence North 00 degrees 34 minutes 58 seconds East along a building wall line 59.23 feet; thence North 89 degrees 25 minutes 02 seconds West continuing along the building wall line 18.70 feet; thence North 00 degrees 35 minutes 20 seconds East continuing along the building wall line 60.17 feet; thence South 89 degrees 21 minutes 51 seconds East 168.46 feet to the West line of Cedar Street; thence South 00 degrees 37 minutes 58 seconds West along said West line 119.22 feet to the point of beginning.

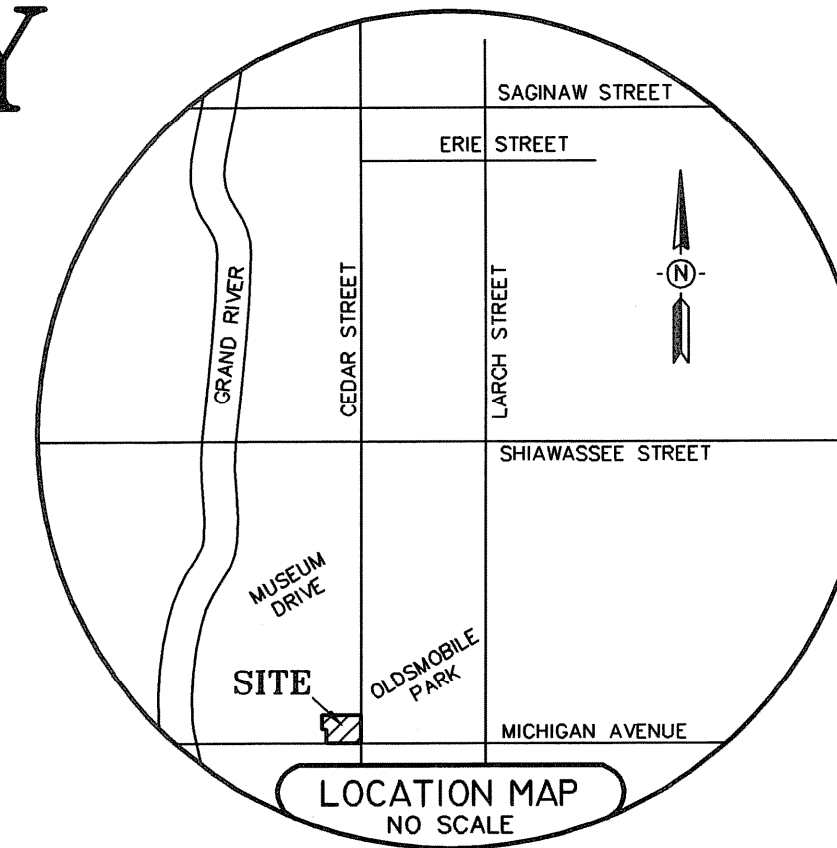
Tax Parcel I.D.No33-01-01-16-253-122

Commonly known as: vacant land on E. Michigan Ave., Lansing, Michigan

FOR: LANSING FUTURE, LLC, CITY OF LANSING
& FIRST AMERICAN TITLE COMPANY

ALTA/ACSM LAND TITLE SURVEY

"CORNER PARCEL"



LEGEND	
	= DEED LINE
	= DISTANCE NOT TO SCALE
	= FENCE
	= ASPHALT
	= CONCRETE
	= SANITARY SEWER
	= STORM SEWER
	= WATER LINE
	= GAS LINE
	= UNDERGROUND ELECTRIC
	= OVERHEAD WIRES
	= SANITARY MANHOLE
	= DRAINAGE MANHOLE
	= ELECTRIC MANHOLE
	= STEAM/VAULT MANHOLE
	= HANDHOLE MANHOLE
	= CATCHBASIN
	= SANITARY CLEANOUT
	= FIRE HYDRANT
	= VALVE
	= UTILITY POLE
	= LIGHT POLE
	= GUY WIRE
	= UTILITY PEDESTAL
	= TRANSFORMER
	= ELECTRIC METER
	= GAS METER
	= WATER METER
	= SIGN
	= POST

LEGAL DESCRIPTION:

(As provided by First American Title Insurance Company, Commitment No. WS11447, dated January 19, 2012):

Parts of Lot 7, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the plat thereof as recorded in Liber 2 of Plats, Page 36, Ingham County Records, AND ALSO parts of Block 1 and a vacated alley adjacent thereto in Downer's Subdivision on Lot 7, Block 245, City of Lansing, Michigan, according to the plat thereof as recorded in Liber 1 of Plats, Page 37, Ingham County Records, commencing at the Southeast corner of said Block 245, thence West on the North line of Michigan Avenue 149.65 feet; thence North 58.64 feet and West 19.3 feet and North 60.77 feet along the face of a building wall to a point; thence South 89 degrees 53 minutes 37 seconds East 168.82 feet to the West line of Cedar Street, thence South on said line 119.22 feet to the point of beginning.

SUBJECT PROPERTY IS ALSO DESCRIBED IN PLOT PLAN BY KEBS INC., DATED JANUARY 20, 2012, BEING JOB NO. 84678.BND-1 AS FOLLOWS:

Proposed Legal Description of Corner Parcel: A parcel of land in the Northeast 1/4 of Section 16, T4N, R2W, City of Lansing, Ingham County, Michigan, being part of Lot 7 and vacated Depot Street, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records and also those parts of Block 1 and a vacated alley adjacent thereto and vacated Depot Street in Downer's Subdivision on Lot 7, Block 245, City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 1 of Plats, Page 37, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence N89°25'43"W along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence N00°37'58"E 57.75 feet to the Southeast corner of said Block 245 and the point of beginning of this description; thence N89°25'43"W along the South line of said Block 245 and the North line of Michigan Avenue 149.67 feet; thence N00°34'58"E along a building wall line 59.23 feet; thence N89°25'02"W continuing along the building wall line 18.70 feet; thence N00°35'20"E continuing along the building wall line 60.17 feet; thence S89°21'51"E 168.46 feet to the West line of Cedar Street; thence S00°37'58"W along said West line 119.22 feet to the point of beginning.

SCHEDULE B, SECTION II, EXCEPTIONS:

(As provided by First American Title Insurance Company, Commitment No. WS11447, dated January 19, 2012):

There are no exceptions listed.

ALTA/ACSM LAND TITLE SURVEY - TABLE "A" REQUIREMENTS:

Item 3: By scaled map location and graphic plotting only, this property lies entirely within Zone "X", areas determined to be outside of the 0.2% annual chance flood, according to the National Flood Insurance Program, Flood Insurance Rate Map for the City of Lansing, Ingham County, Michigan, Community Panel No. 260090 0131 D, dated August 16, 2011.

Item 4: 0.43 Acre (18,987 square feet)

Item 6a & b: Zoning
G-1: Business District

Per the City of Lansing Zoning Administrator this district has no setback, height or parking restrictions or requirements.

Item 7a: Shown on the survey map.

Item 8: Shown on the survey map.

Item 11a: Utility information as shown was obtained from field observations, where possible, and is subject to verification in the field by the appropriate authorities prior to use for construction.

Item 14: Shown on the survey map.

SURVEYOR'S NOTES:

- This plan was made at the direction of the parties named hereon and is intended solely for their immediate use. Survey prepared from fieldwork performed in July 2012.
- All bearings and distances on the survey are record and measured unless otherwise noted. Bearings are based on the East-West 1/4 line of Section 16 which is shown to bear N89°25'43"W on KEBS Inc. Job. No. 84678.BND/84678.TOP.
- All dimensions are in feet and decimals thereof.
- There are no observable encroachments onto the subject property from adjoining lands, or from the subject property onto adjoining lands, except as noted hereon:
 - Sanitary sewer, storm sewer & underground electric lines enter & exit property without benefit of an easement.
 - Curb at Southeast side of parcel as shown hereon.
 - Asphalt & curb on the North side of the parcel as shown hereon.

CERTIFICATION:

To: Lansing Future, LLC, City of Lansing & First American Title Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS, and includes Items 3, 4, 6a, 6b, 7a, 8, 11a and 14 of Table A thereof. The field work was completed on July 12, 2012.

Larry A. Bryan 7-20-12
Larry A. Bryan Date of Plat or Map:
Professional Surveyor No. 25832

SCALE 1" = 10'

0' 10' 20' 30'

REVISIONS	COMMENTS	KEBS, INC. ENGINEERING AND LAND SURVEYING	
7/20/12	ORIGINAL	2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047	
		Marshall Office PH. 269-781-9800	
		DRAWN BY: KDB	SECTION 16, T4N, R2W
		FIELD WORK BY: NAW	JOB NUMBER:
		SHEET 1 OF 1	84678.ALT-1

CENTER OF SECTION
16, T4N, R2W

MICHIGAN AVENUE (PUBLIC - 115.5' RIGHT-OF-WAY)

EAST-WEST 1/4 LINE OF SECTION 16

EAST 1/4 CORNER
SECTION 16, T4N, R2W

Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to Trust Acquisition
Lansing, Michigan parcels

EXHIBIT 6

LEGAL DESCRIPTION AND SURVEY FOR SHOWCASE PARCEL

**Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to Trust Acquisition
Lansing, Michigan parcels**

EXHIBIT 6

LEGAL DESCRIPTION AND SURVEY FOR SHOWCASE PARCEL

A parcel of land in the Northeast 1/4 of Section 16, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, being part of Lots 4, 5 and 6 and vacated Depot and Ottawa Streets, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence North 89 degrees 25 minutes 43 seconds West along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence North 00 degrees 37 minutes 58 seconds East along the West line of Cedar Street and its extension 474.81 feet to the point of beginning of this description; thence North 89 degrees 16 minutes 21 seconds West along a building wall line and its extension 420.41 feet; thence North 00 degrees 34 minutes 58 seconds East 90.01 feet; thence South 89 degrees 15 minutes 43 seconds East 69.81 feet; thence Northeasterly 186.55 feet along a curve to the right, said curve having a radius of 385.57 feet, a delta angle of 27 degrees 43 minutes 17 seconds and a chord length of 184.74 feet bearing North 39 degrees 02 minutes 44 seconds East; thence North 52 degrees 54 minutes 22 seconds East 59.84 feet; thence North 61 degrees 36 minutes 04 seconds East 150.88 feet; thence Southeasterly 62.92 feet along a curve to the right, said curve having a radius of 44.50 feet, a delta angle of 81 degrees 00 minutes 31 seconds and a chord length of 57.80 feet bearing South 77 degrees 53 minutes 40 seconds East, to said West line of Cedar Street; thence South 00 degrees 37 minutes 58 seconds West along said West line 333.67 feet to the point of beginning.

Tax Parcel I.D. No (part of) 33-01-01-16-253-113

Commonly known as: 333 E. Michigan Ave., Lansing, MI 48933

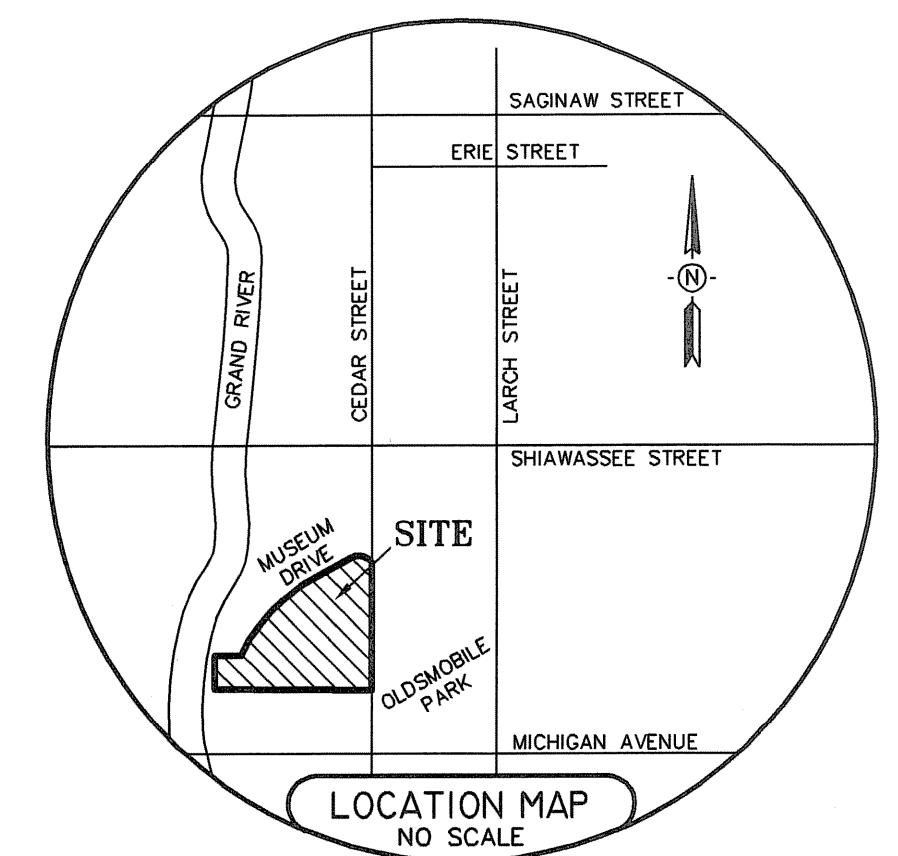
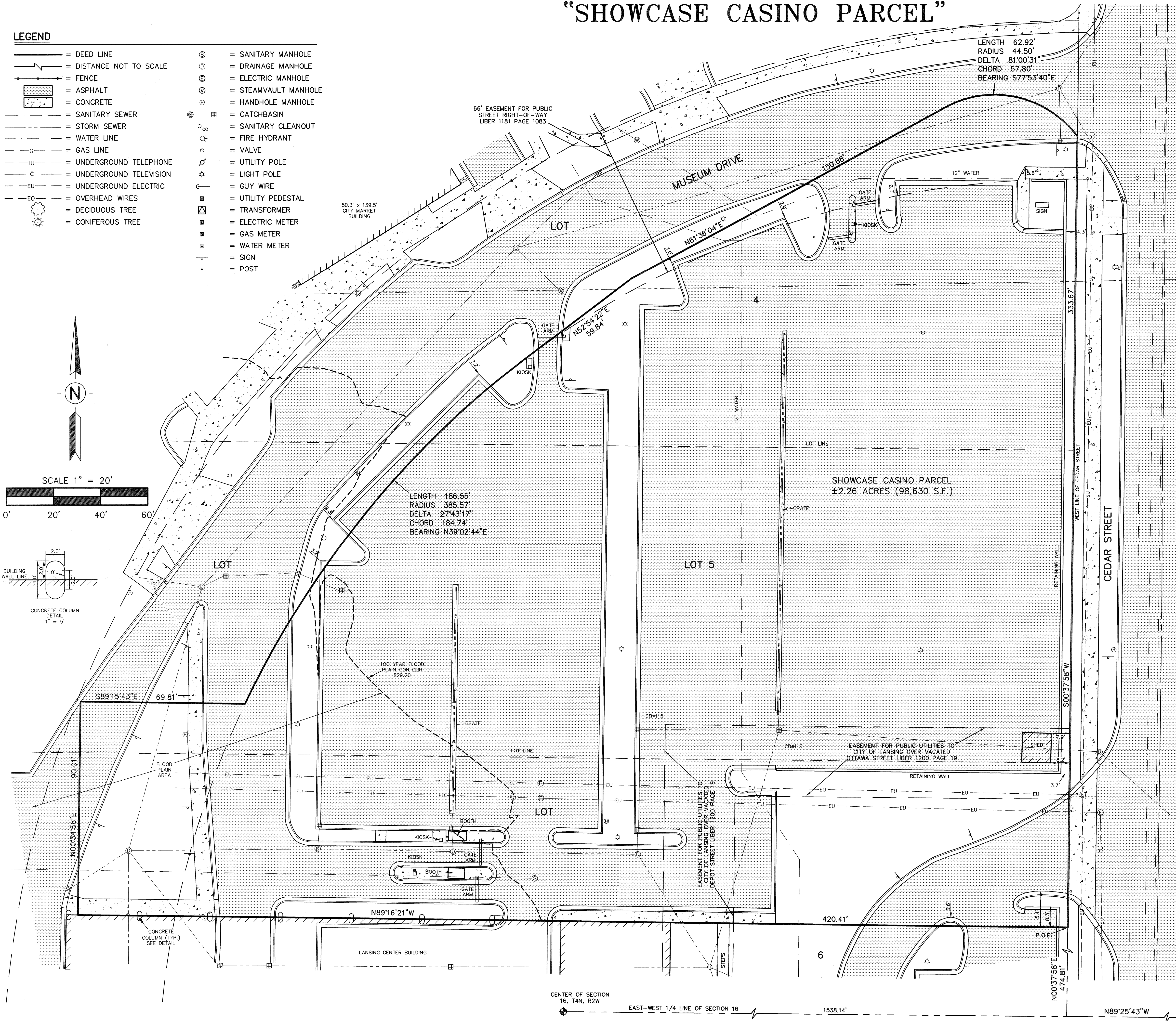
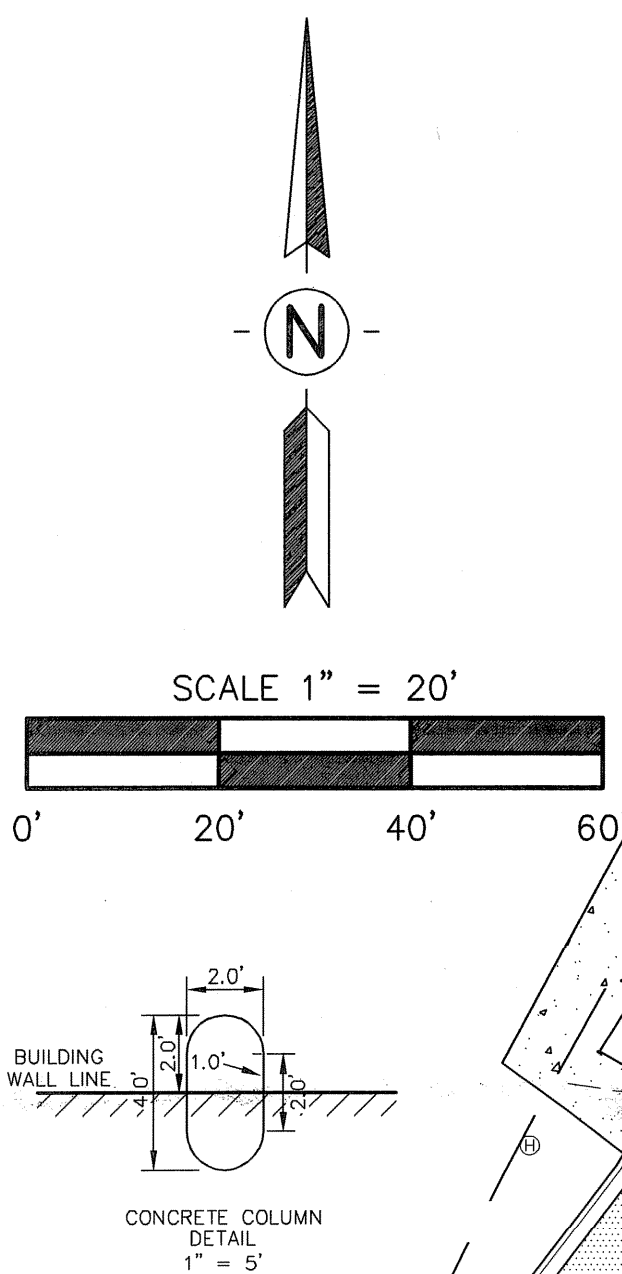
Tax Parcel I.D. No (part of) 33-01-01-16-253-052

Commonly known as: Vacant on North Cedar Street, Lansing, MI 48933

ALTA/ACSM LAND TITLE SURVEY

"SHOWCASE CASINO PARCEL"

LEGEND	
	= DEED LINE
	= DISTANCE NOT TO SCALE
	= FENCE
	= ASPHALT
	= CONCRETE
	= SANITARY SEWER
	= STORM SEWER
	= WATER LINE
	= GAS LINE
	= UNDERGROUND TELEPHONE
	= UNDERGROUND TELEVISION
	= UNDERGROUND ELECTRIC
	= OVERHEAD WIRES
	= DECIDUOUS TREE
	= CONIFEROUS TREE
	= SANITARY MANHOLE
	= DRAINAGE MANHOLE
	= ELECTRIC MANHOLE
	= STEAMVAULT MANHOLE
	= HANDHOLE MANHOLE
	= CATCHBASIN
	= SANITARY CLEANOUT
	= FIRE HYDRANT
	= VALVE
	= UTILITY POLE
	= LIGHT POLE
	= GUY WIRE
	= UTILITY PEDESTAL
	= TRANSFORMER
	= ELECTRIC METER
	= GAS METER
	= WATER METER
	= SIGN
	= POST



LEGAL DESCRIPTION:
(As provided by William T. Sheehan Title Company, Commitment No. WS11546, dated August 3, 2012):

Legal Description of Showcase Casino Parcel: A parcel of land in the Northeast 1/4 of Section 16, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, being part of Lots 4, 5 and 6 and vacated Depot and Ottawa Streets, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence North 89 degrees 25 minutes 43 seconds West along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence North 00 degrees 37 minutes 58 seconds East along the West line of Cedar Street and it's extension 474.81 feet to the point of beginning of this description; thence North 89 degrees 16 minutes 21 seconds West along a building wall line and it's extension 420.41 feet; thence North 00 degrees 34 minutes 58 seconds East 30.01 feet; thence South 89 degrees 15 minutes 43 seconds East 69.81 feet; thence Northeastly 186.55 feet along a curve to the right, said curve having a radius of 385.57 feet, a delta angle of 27 degrees 43 minutes 17 seconds and a chord length of 184.74 feet bearing North 39 degrees 02 minutes 44 seconds East; thence North 52 degrees 54 minutes 22 seconds East 59.84 feet; thence North 61 degrees 36 minutes 04 seconds East 150.88 feet; thence Southeastly 62.92 feet along a curve to the right, said curve having a radius of 44.50 feet, a delta angle of 81 degrees 00 minutes 31 seconds and a chord length of 57.80 feet bearing South 77 degrees 53 minutes 40 seconds East, to said West line of Cedar Street; thence South 00 degrees 37 minutes 58 seconds West along said West line 333.67 feet to the point of beginning.

SCHEDULE B, SECTION II, EXCEPTIONS:
(As provided by William T. Sheehan Title Company, Commitment No. WS11546, dated August 3, 2012):

Item 9: Parcel is subject to easement for public utilities over vacated Ottawa Street and Depot Street per the resolution as recorded in Liber 1200, Page 19, said easements are shown hereon.
Item 10: Parcel is subject to the terms and conditions of City of Lansing Development Plan for Urban Renewal Project No. 2 as recorded in Liber 1152 Page 339 and Liber 1181 Page 1083, most of said terms and conditions are not plottable and therefore not shown hereon. Public street right of way as disclosed by Liber 1181, Page 1083 is plottable and shown hereon.

ALTA/ACSM LAND TITLE SURVEY - TABLE "A" REQUIREMENTS:

Item 3: By scaled map location and graphic plotting only, a portion of this parcel lies within Zone AE, areas of 1% chance flood (100 year flood) and also within Zone "X", areas of 0.2% chance flood (500 year flood), according to the National Flood Insurance Program, Flood Insurance Rate Map for the City of Lansing, Ingham County, Michigan, Community Panel No. 260090 0131 D, dated August 16, 2011. The 100 year flood elevation is 829.2 N.A.V.D. 88 & the 500 year flood elevation is ±833.4 N.A.V.D. 88.

Item 4: 2.26 Acres (98,630 square feet)
Item 6a: Zoning: G-1: Business District
Item 6b: Per the City of Lansing Zoning Administrator this district has no setback, height or parking restrictions or requirements.
Item 7a: Shown on the survey map.
Item 8: Shown on the survey map.
Item 11a: Utility information as shown was obtained from field observations, where possible, and is subject to verification in the field by the appropriate authorities prior to use for construction.
Item 14: Shown on the survey map.

SURVEYOR'S NOTES:
1. This plan was made at the direction of the parties named hereon and is intended solely for their immediate use. Survey prepared from fieldwork performed in July 2012.
2. All bearings and distances on the survey are record and measured unless otherwise noted. Bearings are based on the East-West 1/4 line of Section 16 which is shown to bear N89°25'43"W on KEBS Inc. Job. No. 84678.BND/84678.TOP.
3. All dimensions are in feet and decimals thereof.
4. There are no observable encroachments onto the subject property from adjoining lands, or from the subject property onto adjoining lands, except as noted hereon:
• Sanitary sewer, storm sewer, watermain & underground electric lines enter & exit property without the benefit of an easement.
• Curb and asphalt parking on Northwest & Southeast sides of parcel as shown hereon.
• Curb, asphalt & concrete encroach into the public street right of way as recorded in Liber 1181, Page 1063 as shown hereon.
• Evidence of cross traffic on drives going South under Lansing Center without the benefit of an easement.

CERTIFICATION:
To: Lansing Future Development, LLC, City of Lansing, William T. Sheehan Title Company, First American Title Insurance Company, the Sault Ste. Marie Tribe of Chippewa Indians and the United States Department of Interior:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS, and includes Items 3, 4, 6a, 6b, 7a, 8, 11a and 14 of Table A thereof. The field work was completed on July 12, 2012.

Dane B. Pascoe 10/31/12
Dane B. Pascoe Date of Plat or Map:
Professional Surveyor No. 54434

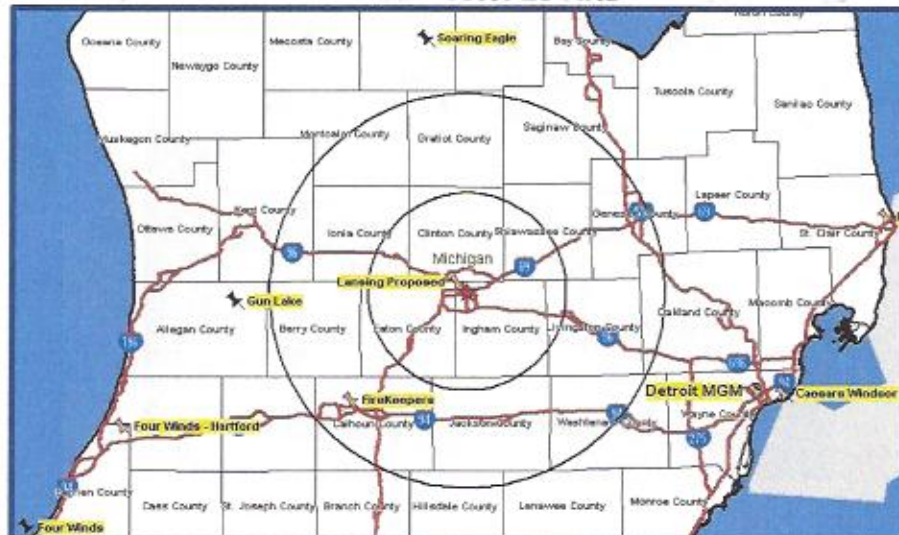
REVISIONS	COMMENTS	KEBS, INC. ENGINEERING AND LAND SURVEYING	
10/11/12	ORIGINAL	2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047	
10/31/12	REVISIONS PER COMMENTS	Marshall Office Ph. 269-781-9800	
		DRAWN BY: KDB	SECTION 16, T4N, R2W
		FIELD WORK BY: NAW	JOB NUMBER:
		SHEET 1 OF 1	84678.ALT-2

**Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to Trust Acquisition
Lansing, Michigan parcels**

EXHIBIT 7

LOCATION MAP

Exhibit 7 - Location Map



Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to Trust Acquisition
Lansing, Michigan parcels

EXHIBIT 8

TRIBAL RESOLUTION 2012-11



RESOLUTION NO: 2012-11

**APPROVAL OF COMPREHENSIVE DEVELOPMENT AGREEMENT WITH
THE CITY OF LANSING, MICHIGAN
AUTHORIZATION TO PURCHASE LAND IN LANSING, MICHIGAN USING
INCOME FROM THE LAND SETTLEMENT TRUST FUND
APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH THE CITY
OF LANSING, MICHIGAN**

Min Waban Dan

**Administrative
Office**

523 Ashmun Street
Sault Ste. Marie
Michigan
49783

Phone

906.635.6050

Fax

906.635.4969

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WHEREAS, the Sault Tribe Ste. Marie Tribe of Chippewa Indians settled certain land claims against the United States as evidenced and implemented by the Michigan Indian Land Claims Settlement Act (the "Act"), PL 105-143, 111 Stat 2652 (Dec 15, 1997); and

WHEREAS, in section 108 of that Act, Congress mandated that settlement funds provided to the Tribe under the Act were to be deposited into a trust fund created by the Act for the benefit of the Tribe, to be known as the "Self-Sufficiency Fund," and further provided that the Board of Directors of the Tribe shall be the trustee of and shall administer that Fund in accordance with the provisions of the Act; and

WHEREAS, section 108, subsection (c) of the Act specifies the purposes for which interest and income of the Fund and expressly includes, among those authorized purposes, the acquisition of land to consolidate or enhance tribal lands; and

WHEREAS, section 108, subsection (f) expressly provides that any lands acquired using interest or other income of the Fund "shall be held in trust" by the Secretary of the Interior for the benefit of the Tribe; and

WHEREAS, these provisions of the Act create a valuable and unique opportunity for the Tribe to engage in economic development opportunities that will be of substantial benefit to the Tribe and to the tribal community; and

WHEREAS, the Board of Directors is authorized by Article VII, section 1(d) of the Tribe's Constitution and Bylaws to expend funds for public purposes of the Tribe and to regulate the conduct of trade and the acquisition, use, and disposition of property, and is further authorized by Article VII, section 1(k) to manage, lease, sell, acquire, or otherwise deal with tribal lands, interest in lands and water or other tribal assets; and

WHEREAS, the Sault Tribe has negotiated a proposed Comprehensive Development Agreement (the "Lansing CDA") with the city of Lansing, Michigan under which the Tribe would acquire lands located in the city of Lansing using interest or income from the Self-Sufficiency Fund, seek to have those lands placed into mandatory trust pursuant to section 108 (c) and (f) of the Act, and establish its legal right to construct and operate a casino gaming enterprise on those lands; and

WHEREAS, the Tribe has also negotiated a proposed Intergovernmental Agreement with the city of Lansing (the "Lansing IGA") under which the City will provide active support for the project, will recognize the Tribe's exclusive jurisdiction over the lands to be acquired by the Tribe, agrees to cross-deputization of tribal and city law enforcement officers, and agrees to provide other essential city services, all in return for limited revenue sharing payments from the project; and

Res. No: 2012-11
Page 2

WHEREAS, the Board of Directors has examined the legal theories supporting this project and is persuaded that, under section 108 of the Act, the Tribe has a substantial and unique legal claim and a valuable opportunity that it can and should pursue in good faith and, further, is satisfied that this project has been structured so as to substantially minimize and limit the expenses and risks to the Tribe; and

WHEREAS, the Board of Directors has determined that, while this project necessarily requires the purchase of lands using interest or income from the Self-Sufficiency Fund, steps should be taken to ensure that this expenditure will not adversely affect the annual distribution to the Tribe's elders and, further, that a portion of the future proceeds from this project will be returned to the Self-Sufficiency Fund as additional principal under section 108(a)(1)(C) of the Act.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the proposed Lansing CDA and authorizes the Tribal Chairman to execute that agreement and to subsequently acquire the parcels of land described in that agreement, subject to the terms and conditions set forth in the agreement, and further authorizes the Chairman or his designee to sign, amend, and execute any documents necessary to effectuate the purposes of this resolution.

BE IT FURTHER RESOLVED, that the Board of Directors hereby determines that the purchase of the lands described in the Lansing CDA will consolidate or enhance tribal landholdings, will generate an economic development opportunity beneficial to the Tribe and its members, and that, accordingly, the Tribal Chairman is authorized and directed to accomplish that purchase using interest and/or income from the Self-Sufficiency fund, notwithstanding the provisions of Resolution 98-47, which shall otherwise remain in force and effect.

BE IT FURTHER RESOLVED, that the Board of Directors likewise approves the proposed Intergovernmental Agreement with the City of Lansing (the Lansing IGA) and authorizes the Tribal Chairman or his designee to execute and to take all necessary steps to implement that agreement.

BE IT FURTHER RESOLVED, that the Board of Directors hereby expressly approves and authorizes the specific limited waiver of sovereign immunity and of tribal court jurisdiction set forth in Article 8 of the Lansing CDA and the similar limited waiver of immunity set forth in section 7 of the Lansing IGA provided that, as is set forth more fully in those agreements, each such waiver:

1. is granted solely for the limited purpose of enforcement of the agreement within which it is contained;
2. extends only to claims that are (a) brought by the city of Lansing, (b) allege a breach of one or more specific obligations or duties under the applicable agreement, and (c) seek specific performance and/or injunctive relief;
3. shall continue for the longer of one (1) year following the termination of the agreement or two (2) years after the claim accrues or is discovered upon the exercise of due diligence; and

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Page 3

4. is enforceable in the United States District Court for the Western district of Michigan or any federal court having appellate jurisdiction over that court.

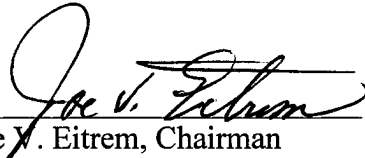
BE IT FURTHER RESOLVED, that prior to the closing date on each of the two parcels of land described in the Lansing CDA, the Tribe's Chief Financial Officer is directed to identify alternative tribal funds that shall be used to supplement the next subsequent annual distribution to the tribal elders under Resolution 98-47 in an amount sufficient to avoid any reduction in the amount of that distribution that would otherwise result from the acquisition of that parcel as authorized by this resolution.

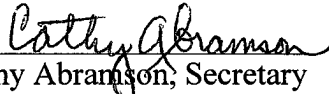
BE IT FINALLY RESOLVED, that at such time as the enterprise contemplated by this resolution begins to generate income from the Gaming Authority to the Tribe, after the payment of all necessary cost and expenses:

1. Ten percent (10%) of the annual income to the Tribe from this project shall be deposited in the Self-Sufficiency Fund as an addition to principal as authorized by section 108(1)(C) of the Act:
2. Three percent (3%) of the annual income to the Tribe from this project shall be distributed among and deposited in the following funds: the Elder Health Self-Sufficiency Fund, the Elder Employment Self-Sufficiency Fund, the Funeral Assistance Self-Sufficiency Fund, and the Education Assistance Self-Sufficiency Fund; and
3. Two percent (2%) of the annual income to the Tribe from this project shall be deposited into a fund to establish a college scholarship program for the tribal members irrespective of blood quantum.
4. The intention of this Board is to bring parity in wages and benefits to the members in the seven county service area.

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 24 day of January 2012; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 8 members for, 2 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


Joe V. Eitrem, Chairman
Sault Ste. Marie Tribe of
Chippewa Indians


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

Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to Trust Acquisition
Lansing, Michigan parcels

EXHIBIT 9

TRIBAL RESOLUTION 2012-223

RESOLUTION NO: 2012-223

**AUTHORIZATION TO PROCEED TO CLOSING ON THE CORNER PARCEL
PURSUANT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT WITH THE
CITY OF LANSING, MICHIGAN**

WHEREAS, on January 24, 2012, the Board of Directors adopted Resolution 2012-11, approving a Comprehensive Development Agreement (the "Lansing CDA") with the city of Lansing, Michigan, authorizing the Tribe to acquire certain lands located in the city of Lansing using interest or income from the Self-Sufficiency Fund established under the Michigan Indian Land Claims Settlement Act (the "Act") and to then seek to have those lands placed into mandatory trust pursuant to section 108 (c) and (f) of the Act and to take the necessary steps to establish the legal right of the Sault Tribe to construct and operate a casino gaming enterprise on those lands; and

WHEREAS, Article 3 of the Lansing CDA, as amended, contemplates that, subject to the completion of numerous pre-closing conditions and agreements, the parties will close on purchase of the initial parcel of land, designated as the "Corner Parcel," on or before November 1, 2012; and

WHEREAS, the parties have now negotiated the required subordinate agreements including a Corner Parcel Closing Agreement, a Showcase Casino Closing Agreement, a Law Enforcement Agreement, a Lansing Resources Utilization Agreement, an Elevated Parking Ramp Development Agreement, and a Corner Parcel Lease Agreement and have otherwise satisfied the conditions and requirements set forth in the CDA; and

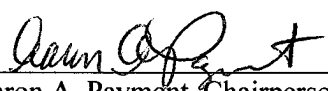
WHEREAS, the Board of Directors have determined that it is in the best interests of the Tribe to proceed to closing on the Corner Parcel as provided in the CDA;

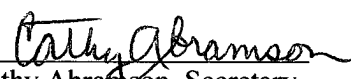
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes its Chairperson and General Counsel to proceed to close on the purchase of the Corner Parcel as provided in the CDA and, subject to the terms and conditions previously imposed by Resolution 2012-11, to execute the above-described agreements with the City of Lansing in substantially the form presented to the Board and to execute such other documents and take such actions as may be necessary to effectuate the closing on this parcel in accordance with the CDA.

BE IT FURTHER RESOLVED, that the Board of Directors Board hereby affirms and ratifies the limited waiver of sovereign immunity extended to the City of Lansing in Article 8 of the CDA and approved by Resolution 2012-11 which waiver, by its terms, extends to the subordinate agreements that are required by the CDA and that are approved by this resolution.

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 29 day of October 2012; 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

Min Waban Dan**Administrative
Office**

523 Ashmun Street

Sault Ste. Marie

Michigan

49783

Phone

906.635.6050

Fax

906.635.4969

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Sault Ste. Marie Tribe of Chippewa Indians
Submission for Mandatory Fee-to Trust Acquisition
Lansing, Michigan parcels

EXHIBIT 10

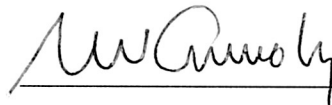
AFFIDAVIT OF SAULT TRIBE CFO WILLIAM CONNOLLY

AFFIDAVIT OF WILLIAM CONNOLLY

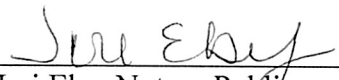
STATE OF MICHIGAN)
) ss.
COUNTY OF CHIPPEWA)

William Connolly, being first duly sworn deposes and says as follows:

1. I am employed by the Sault Ste. Marie Tribe of Chippewa Indians as Chief Financial Officer, and before that as Comptroller, positions which put me in charge of the accounting for the governmental side of the Tribe's operations. I have worked for the Tribe for 20 years.
2. As part of my duties as an employee of the tribe, I was placed in charge of the Self Sufficiency Fund, created pursuant to Section 108 of the Michigan Indians Land Claim Settlement Act, Public Law 105-143.
3. Since the inception of the Self Sufficiency fund, it has been maintained as a separate accounting entity on the books of the Tribe. Currently the interest from the fund is maintained in a Huntington Bank account ending in -2306, and the account has been audited annually by an independent certified public accountant.
4. I am familiar with and have handled the financial aspects of the transaction to purchase the Lansing Property which is the subject of the current Trust Application.
5. Pursuant to the Resolution of the Board of Directors, this land was purchased using interest from the Self Sufficiency Fund, as is laid out in Section 108(c) of the Michigan Indians Land Claims Settlement Act.
6. I have reviewed all accounting records of the Tribe and have verified that the above statements are true and correct both according to my personal recollection, and according to the books and records of the Tribe.
7. I am competent to testify as to the statements set forth herein if called upon to do so at trial.



Subscribed and sworn to before me this 6th day of JUNE, 2014.

A handwritten signature in cursive script, appearing to read "Jeri Eby", is written over a horizontal line.

Jeri Eby, Notary Public
Chippewa County, Michigan
My Commission Expires: 12/16/2018