

**TAX AGREEMENT BETWEEN THE
LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS
AND THE STATE OF MICHIGAN**

This Tax Agreement ("Agreement") is made and entered into this 20th day of December, 2002, by and between the Little Traverse Bay Bands of Odawa Indians ("Tribe") and the State of Michigan ("State") by and through its Department of Treasury ("Department").

Recitals

Whereas, the State of Michigan is a sovereign State of the United States of America, having been admitted to the Union pursuant to the Act of January 26, 1837, ch. 6, 5 Stat. 144;

Whereas the Michigan Department of Treasury has been authorized by the State Legislature to enter into this Agreement. 2002 PA ____.

Whereas, the Little Traverse Bay Bands of Odawa Indians, a sovereign government, is a federally recognized Indian Tribe located within the State of Michigan;

Whereas the State and the Tribe, acting on a government to government basis, seek to develop a fair and workable understanding regarding the application and administration of the State taxes that are subject to this Agreement and to provide certainty as to issues that may arise between the Tribe and the State regarding those taxes by explicitly addressing and agreeing upon the imposition of and exemptions from those taxes;

Whereas, the State and the Tribe, each recognizing the sovereign rights of the other, have engaged in good faith negotiations in a spirit of cooperation, and in the interests of their respective citizens and members, and have voluntarily reached this Agreement;

Now, therefore, the Tribe and the State by its Department of Treasury, Douglas B. Roberts, State Treasurer, agree as follows:

I. GENERAL PROVISIONS

A. Purpose and Intent of this Agreement

1. Purpose and Intent of Agreement. By entering into this Agreement the State and the Tribe indicate their intention and willingness to be bound by its terms so long as this Agreement is in effect. While this Agreement is in effect between the Tribe and the State it is agreed that (i) their respective rights will be determined by this Agreement with respect to the taxes that are the subject of this Agreement, (ii) neither party will seek additional entitlement or seek to deny entitlement on any federal ground (including federal preemption) whether statutorily provided for or

otherwise with respect to the taxes that are the subject of this Agreement, (iii) neither party will contest the legality of the Agreement or the legal authority of any of its provisions, and (iv) both parties will defend this Agreement from attack by third parties.

2. Application of State Law. References in this Agreement to “State law” or specific tax acts shall refer to State law or the act as presently enacted and subsequently amended. Except as modified in this Agreement, the provisions of State law relating to the taxes that are subject of this Agreement shall apply to the Tribe, Tribal Members, and Tribal Entities.
3. Scope. The subject matter of this Agreement is limited exclusively to the taxes that are the subject of this Agreement. Nothing in this Agreement is intended to be used for any other purpose or bear in any manner whatsoever on any other subject, including jurisdiction, affecting the Tribe and the State.

B. Taxes Subject to This Agreement.

The taxes that are the subject of this Agreement are:

1. Sales Tax pursuant to the General Sales Tax Act as amended, MCL 205.51 et. seq.;
 2. Use Tax pursuant to the Use Tax Act as amended, MCL 205.91 et. seq.;
 3. Motor Fuel Tax pursuant to the Motor Fuel Tax Act as amended, MCL 207.1001 et. seq. and the Motor Carrier Fuel Tax Act as amended, MCL 207.211 et. seq.;
 4. Income Tax pursuant to the Income Tax Act of 1967 as amended, MCL 206.1 et. seq.;
 5. Tobacco Products Tax pursuant to the Tobacco Products Tax Act as amended, MCL 205.421 et. seq., as amended; and
 6. The Single Business Tax pursuant to the Single Business Tax Act as amended, MCL 208.1 et. seq.
- C. State Law Amendments. The State shall give notice to the Tribes of enrolled bills that amend the taxes that are the subject of this Agreement or the Revenue Act. MCL 205.1, et. seq. Upon receipt of the notice the Tribe may request a meeting to discuss the bill and its impact. Notice of any such meeting shall be provided to other tribes which are signatories to an agreement with the State substantially similar to this Agreement and their representatives shall be permitted to attend.
- D. Effect of Termination of Agreement. Except as provided in § I(E)(3), § I(G)(1), § XII(F), § XIV(C), and § XV(C), upon termination of this Agreement, the Tribe and the State may assert any claim or defense for any period subsequent to the date of termination and nothing in this Agreement shall be construed as a concession, a statement of controlling law, or an admission, nor shall anything contained in this Agreement be used affirmatively, or as a bar or defense to any claim asserted by either party to this Agreement for any such subsequent period.

E. Confidentiality

1. The terms and provisions of this Agreement shall be a public document.
2. All information received by the State in the administration of a tax under this Agreement is subject to the confidentiality provisions of MCL 205.28(1)(f) and may be disclosed only in the manner and for the purposes specified in that provision; provided, however, that despite the provisions of MCL 205.28(1)(f) authorizing the Treasurer to disclose such information upon the written request of or pursuant to a reciprocal agreement with the United States Department of Treasury or any other state, the Treasurer agrees not to make such disclosure with respect to tax information set forth in a tax return or report received from the Tribe or as a result of any investigation or audit of the Tribe pursuant to this Agreement.
3. In the course of the administration and enforcement of the taxes that are the subject of this Agreement, the State may make certain taxpayer information relating to Tribal Members or Tribal Entities available to the Tribe. All such information shall be retained in the strictest confidence and shall only be revealed to persons other than the taxpayer as required for the proper administration and enforcement of the terms of this Agreement. The Tribal obligation to keep information received confidential shall be a continuing obligation and shall survive the termination of this Agreement.
4. The State and the Tribe will enter into a written protocol for the exchange, retention, and destruction of taxpayer information consistent with the terms of this Agreement.

F. Ongoing Relationship

The Tribe and the State recognize the need to foster a continuing relationship and maintain communication on issues as they arise.

1. Representatives of the Tribe and the State shall attend an annual summit together with representatives of other tribes that are signatories to an agreement with the State substantially similar to this Agreement. The purpose of this summit is to provide a forum to discuss matters relating to this Agreement. The first summit shall be called by the State and held in Lansing before December 31, 2003. The State and the tribes will endeavor to give notice of agenda items in advance of the meeting. Prior to adjourning a summit the tribes and the State shall set the time and place for the next summit which shall be approximately one year later.
2. Prior to the summit the State may conduct a public session devoted to a presentation by State representatives on changes in tax law that have occurred over the last year and other matters deemed worthy of presentation by the State.

G. Sovereign Immunity

1. Tribe's Waiver of Immunity

- a. The Tribe agrees to submit to arbitration as provided in § XIV and § XV(C) for the purpose of the administration, enforcement and resolution of disputes arising under this Agreement.
- b. The Tribe waives its sovereign immunity and consents to suit by the State in Tribal court with respect to compelling arbitration as provided in § XIV and § XV(C) of this Agreement and enforcement of any award(s) made by the arbitrators under those sections of this Agreement. If the Tribal court has not compelled arbitration, or enforced the arbitration award(s), as the case may be, within 14 business days of initiation of the State's suit in Tribal court, the Tribe agrees that the State may withdraw such suit from Tribal Court and the Tribe hereby waives its sovereign immunity and consents to suit by the State in State court with respect to compelling such arbitration as provided in § XV(C) of this Agreement or enforcement of any award(s) made by the arbitrators under those sections of this Agreement. The waiver provided for in this § I(G)(1)(b) with respect to compelling arbitration as provided in § XIV and § XV(C) and enforcement of any award(s) made by the arbitrator(s) under these sections shall survive the termination of this Agreement.
- c. If the Tribe elects to use *Tribal Certificates of Exemption* under § XII of this Agreement, the Tribe waives its sovereign immunity and consents to suit by the State in State court with respect to the determination and collection of liability for sales tax and use tax and interest resulting from the use of *Tribal Certificates of Exemption* as provided at § XII(F) of this Agreement. Prior to commencing suit against the Tribe in state court, the State shall provide no less than ten business days notice to the Tribe of its intention to bring suit. During said ten business day period, the State shall afford the Tribe an opportunity to meet with representatives of the State for the purpose of resolving the matter at a place designated in the notice, which notice shall offer the Tribe no less than two alternative meeting dates during such period. If, however, the state fails to afford the Tribe the opportunities to meet as described above, this consent shall be ineffective. The waiver provided for in this § I(G)(1)(c) with respect to determination and collection of liability for sales tax and use tax and interest resulting from the use of *Tribal Certificates of Exemption* as provided in § XII(F) shall survive termination of this Agreement.
- d. The Tribe's waivers of immunity set forth in § I(G)(1)(b) and § I(G)(1)(c) are limited to the purposes set forth herein.

2. State's Waiver of Immunity

The State hereby acknowledges that: (i) pursuant to 2002 PA ___ the State is authorized to contractually bind itself to the dispute resolution provisions contained in this Agreement, and agrees to submit to arbitration as provided in § XIV and § XV(C) for the purposes of the administration, enforcement and resolution of disputes arising under this Agreement, and (ii) pursuant to the legislative waiver of immunity contained in the Court of Claims Act, MCL 600.6401, et. seq. and Section 22 of the Revenue Act, MCL 205.22, the State has consented to suit in State court sufficient for the purposes of the administration and enforcement of the terms of this Agreement including compelling such arbitration as provided in § XIV and § XV(C) of this Agreement, or enforcement of any award(s) made by the arbitrators under those sections of this Agreement. In the absence of legislative modification, this waiver shall survive the termination of this Agreement.

II. GENERAL DEFINITIONS

For purposes of this Agreement, the following definitions pertain:

- A. "Agreement Area" means the area designated as such in Appendix A. The Agreement Area is negotiated exclusively for purposes of this Agreement. Neither party makes any admissions, representations or concessions whatsoever regarding the extent of Indian Country and either the Tribe's or State's jurisdiction, and this negotiated Agreement Area can serve absolutely no precedential purpose in any administrative or judicial proceeding not directly related to the administration or enforcement of this Agreement.
- B. "Department" means the Michigan Department of Treasury.
- C. "Governmental Function" means those activities or functions by the Tribe identified in § III(A)(1)(b) of this Agreement.
- D. "Indian Country" means those lands considered "Indian Country" under federal law.
- E. "Non-Tribal Member" means an individual who is not an enrolled member of the Tribe.
- F. "Resident Tribal Member" means a Tribal Member whose principal place of residence is located within the Agreement Area.
- G. "State" means the State of Michigan.
- H. "Tax Year" or "Taxable Year" or "Tax Period" means the calendar year, or the fiscal year ending during such calendar year, upon the basis of which a tax subject to this Agreement is computed.

- I. "Taxable Sale" means a sale that is not exempt under State law as modified by this Agreement.
- J. "Tribe" means Little Traverse Bay Bands of Odawa Indians, a sovereign, federally recognized tribe, that is a signatory to this Agreement. The term Tribe shall include entities wholly owned by the Tribe.
- K. "Tribal and Trust Lands" means:
 - 1. all lands held in trust by the federal government for the benefit of the Tribe which are listed on Appendix A (K-1) and designated as Tribal and Trust Lands at the time this Agreement is executed,
 - 2. all fee lands owned by the Tribe which are listed on Appendix A (K-2) and designated as Tribal and Trust Lands at the time this Agreement is executed,
 - 3. all Tribal lands acquired after execution of this Agreement within an area identified for automatic Tribal and Trust Land status on Appendix A (K-3) so long as they are used for a Governmental Function,
 - 4. all Tribal lands accepted into federal trust after execution of this Agreement which are located within the area identified in Appendix A (K-4), regardless of the use of such Tribal lands, and
 - 5. all other lands acquired after execution of this Agreement by the Tribe that are mutually agreed upon in writing by the parties to this Agreement and identified in Appendix A (K-5).
- L. "Tribal Chairperson" means the duly elected chairperson of the Tribal Council of the Tribe (also commonly referred to as chairman or chairwoman, and synonymously denominated as chairperson or president in the Tribe's Constitution).
- M. "Tribal Entity" means an entity, other than a single Resident Tribal Member or an entity wholly owned by the Tribe, that is wholly owned by any combination of the Tribe and its Resident Tribal Members, or is wholly owned by its Resident Tribal Members.
- N. "Tribal Member" means an individual who is an enrolled member of the Tribe.

III. SALES TAX AND USE TAX

A. Exemptions

1. Tribe

- a. Purchases by the Tribe or a Tribal Entity of tangible personal property for its use, including but not limited to Governmental Functions identified in **§ III(A)(1)(b)**, below, and commercial activities are exempt from both the sales tax and use tax if the transaction takes place and the property is used exclusively within the Tribal and Trust Lands.
- b. Purchases by the Tribe of tangible personal property that is primarily used (95% or more) in performing one of the following Tribal Governmental Functions is exempt from both the sales tax and use tax if the transaction takes place within the Agreement Area regardless of where the tangible personal property is used:
 - i. Public Safety and Conservation;
 - ii. Environmental Services;
 - iii. Tribal Government;
 - Tribal Judiciary
 - Tribal Legislature
 - Tribal Executive Administrative Activity
 - iv. Public Welfare and Other Social Services;
 - v. Education;
 - vi. Health Services;
 - vii. Housing and Housing Services;
 - viii. Casino Gaming (limited to actual gaming activities); and
 - ix. Other similar functions customarily performed by State or local units of government.
- c. For the purpose of application of **§ III(A)(1)(b)**, the term “Tribe” means the Tribe acting alone or in combination with one or more other tribes that have entered into a tax agreement with the State that is substantially similar to this Agreement.
- d. Purchases of vans and buses by the Tribe for use in transporting passengers to and from a Tribal gaming facility shall be exempt from both sales tax and use tax if used exclusively within the Agreement Area or within a 25 mile radius of a Tribal gaming facility provided that an occasional use (5% or less) for other Governmental Functions shall not preclude entitlement to this exemption.

2. Resident Tribal Member

- a. Tangible personal property, other than motor vehicles, purchased or acquired by a Resident Tribal Member for his or her use is exempt from both sales tax and use tax if the transaction takes place in the Tribal and Trust Lands and the property is used exclusively within the Tribal and Trust Lands.
- b. Purchases by a Resident Tribal Member of tangible personal property for personal use are exempt from both the sales tax and use tax if the transaction takes place in the Agreement Area and the property is used exclusively within the Agreement Area.
- c. Resident Tribal Members are exempt from both the sales tax and use tax on the following items regardless of where purchased or used provided they are purchased for non-commercial, personal use and principally garaged, berthed, or stored within the Agreement Area:
 - i. Passenger vehicles including automobiles, pick-up trucks, recreational vehicles and motorcycles;
 - ii. Recreational watercraft;
 - iii. Snowmobiles; and
 - iv. Off road vehicles.
- d. Resident Tribal Members are exempt from both the sales tax and use tax on modular homes and mobile homes used as their principal residence.
- e. The exemptions in § III(A)(2)(c), § III(A)(2)(d), and § III(A)(3)(b) shall apply in full to purchases by a Resident Tribal Member even if the items are jointly titled in the name of the Resident Tribal Member and his or her spouse.

3. Affixation to Real Estate

- a. Materials that are purchased, used or acquired in the performance of a contract entered into by the Resident Tribal Member, Tribe, or Tribal Entity for construction, renovation or improvement of real property owned by the Tribe or the federal government in trust for the Tribe are exempt from both sales tax and use tax if the real property is located within the Tribal and Trust Lands and there is no contractual entitlement for a non-Resident Tribal Member or non-Tribal Entity to remove the improvement.
- b. Materials that are purchased, used or acquired in the performance of a contract for construction, renovation or improvement to the principal residence of a Resident Tribal Member are exempt from both the sales tax and use tax.

4. Treaty Fishing

- a. Tangible personal property purchased or acquired by a Resident Tribal Member within the Agreement Area for use in exercising a treaty fishing right is exempt from both the sales tax and use tax regardless of where the property is used.
- b. Tangible personal property purchased or acquired by the Tribe, a Tribal Entity or any Tribal Member for use in exercising a commercial treaty fishing right is exempt from both the sales tax and use tax regardless of where the property is purchased or acquired.

5. Rental Rooms

Rental rooms owned by the Tribe that are within Tribal and Trust Lands and within a one-quarter mile radius of a Tribal gaming facility also located within the Tribal and Trust Lands are exempt from the lodging use tax and are not subject to tax sharing, as provided in § III(B), below.

6. Restaurant Food and Beverage Sales

Restaurant food and beverage sales at casino operations located within the Tribal and Trust Lands are exempt from both the sales tax and use tax and are not subject to tax sharing as provided in § III(B), below.

7. Sale of Electricity, Natural or Artificial Gas, Home Heating Fuels, and Telecommunications and Internet Services

Sales of electricity, natural gas or artificial gas, home heating fuels and all transmission and distribution charges are exempt from both the sales tax and use tax if the product is delivered to: (i) land owned by the Tribe or held in trust by the federal government for the benefit of the Tribe, to the extent that the land is occupied by the Tribe, a Tribal Entity or a Tribal Member and is within Tribal and Trust Lands; (ii) land occupied by the Tribe within the Agreement Area that is primarily used (95% or more) in performing a Governmental Function; or (iii) a Resident Tribal Member's principal residence located within the Agreement Area.

In addition, telephone (intrastate and interstate), telegraph leased wire, internet, cable, and other similar communications rendered to and paid for by the Tribe, a Tribal Entity, or Resident Tribal Member are exempt from both the sales tax and use tax if the service is rendered to: (i) land owned by the Tribe or held in trust by the federal government for the benefit of the Tribe, to the extent that the land is occupied by the Tribe, a Tribal Entity or a Tribal Member and is within the Tribal and Trust Lands; (ii) land occupied by the Tribe within the Agreement Area that is primarily used (95% or more) in performing a Governmental Function; or (iii) a Resident Tribal Member's principal residence located within the Agreement Area.

8. Sourcing of Transactions

The determination of where a transaction occurs will be made in accordance with the Streamline Sales Tax Project sourcing rules as follows:

- a. When the product is received by the purchaser at a business location of the seller, the sale is sourced to that business location.
- b. When the product is not received by the purchaser at a business location of the seller, the sale is sourced to the location where receipt by the purchaser (or the purchaser's donee, designated as such by the purchaser) occurs, including the location indicated by instructions for delivery to the purchaser (or donee), known to the seller.
- c. When a and b do not apply, the sale is sourced to the location indicated by an address for the purchaser that is available from the business records of the seller that are maintained in the ordinary course of the seller's business when use of this address does not constitute bad faith.
- d. When a, b, and c do not apply, the sale is sourced to the location indicated by an address for the purchaser obtained during the consummation of the sale, including the address of a purchaser's payment instrument, if no other address is available, when use of this address does not constitute bad faith.
- e. When none of the previous rules of a, b, c, or d apply, including the circumstance where the seller is without sufficient information to apply the previous rules, then the location will be determined by the address from which tangible personal property was shipped, from which the digital good was first available for transmission by the seller or from which the service was provided (disregarding for these purposes any location that merely provided the digital transfer of the product sold).
- f. The terms "receive" and "receipt" mean:
 - i. taking possession of tangible personal property;
 - ii. making first use of services; or
 - iii. taking possession or making first use of digital goods whichever comes first.

The terms "receive" and "receipt" do not include possession by a shipping company on behalf of the purchaser.

- g. It is understood that if the rules adopted are different than those set forth above there will be further discussion on the sourcing issue by the Tribe and

the State and those further discussions may result in changes to this section, if mutually agreed upon in writing by the parties.

B. Tax Sharing

Sales tax and use tax will be collected, remitted, and shared between the State and the Tribe as provided in this section.

1. Outside of the Tribal and Trust Lands. Tribal, Tribal Member, and Tribal Entity retailers shall collect the State sales tax or use tax as applicable on all sales to Non-Tribal Members, non-Resident Tribal Members and on all other Taxable Sales that occur within the State and outside of the Tribal and Trust Lands. All tax collected shall be remitted to the State and shall not be subject to tax sharing as provided in this **§ III(B)**.
2. Inside the Tribal and Trust Lands. Tribal, Tribal Member, and Tribal Entity retailers shall collect and remit to the State the State sales tax or use tax, as applicable, on all sales to Non-Tribal Members and non-Resident Tribal Members and on all other Taxable Sales that occur within the Tribal and Trust Lands. The State shall share the tax collected and remitted as follows:
 - a. On the first \$5,000,000 of annual gross receipts from Non-Tribal Members, non-Resident Tribal Members and all other Taxable Sales, 2/3 of the tax collected shall be paid to the Tribe and 1/3 to the State.
 - b. On annual gross receipts from Non- Tribal Members, non-Resident Tribal Members and all other Taxable Sales in excess of \$5,000,000, 1/2 of the tax collected shall be paid to the Tribe and 1/2 to the State.
3. If the Tribe enacts a sales tax on transactions occurring within its Tribal and Trust Lands on sales made by the Tribe, Tribal Members, or Tribal Entities which (i) utilizes a base at least as inclusive as that provided under State law, and (ii) applies a rate at least as high as that imposed by State law, **§ III(B)(2)** above shall not apply. Rather, the State agrees to exempt those transactions from the State use tax and the Tribe agrees to collect its sales tax from all Tribal, Tribal Member, and Tribal Entity retailers engaging in Taxable Sales within the Tribal and Trust Lands. The Tribe shall share the tax collected as follows:
 - a. On the first \$5,000,000 of annual gross receipts from Taxable Sales, 2/3 of the tax collected shall be retained by the Tribe and 1/3 paid to the State (but not to exceed the amount payable to the State if the State tax rate were applied).
 - b. On annual gross receipts from Taxable Sales in excess of \$5,000,000, 1/2 of the tax collected shall be retained by the Tribe and 1/2 paid to the State (but not to exceed the amount payable to the State if the State tax rate were applied).

C. General

1. The State will impose a sales tax on all non-Tribal retailers, non-Tribal Member retailers, and non-Tribal Entity Retailers within the Agreement Area including Tribal and Trust Lands on all sales including those to the Tribe, Tribal Members, or Tribal Entities unless a valid exemption certificate is presented at time of sale. Imposition of the tax at the retail level shall not preclude the Tribe, a Resident Tribal Member, or a Tribal Entity from obtaining the benefit of an exemption provided in this Agreement by use of the Tax Table or other refund mechanism provided in § XII of this Agreement.
2. Tribal, Tribal Member, and Tribal Entity retailers will not be eligible for the vendor's prepayment discount at MCL 205.54 and MCL 205.94f on sales that occur within the Tribal and Trust Lands.

IV. INDIVIDUAL INCOME TAX

A. Non Business Income

Resident Tribal Members are exempt from State income tax on all Non Business income including but not limited to:

1. All income derived from wages are exempt whether the wages are earned within the Agreement Area or outside of the Agreement Area;
2. All interest and passive dividends are exempt;
3. All rents and royalties derived from real property located within the Agreement Area are exempt;
4. All rents and royalties derived from tangible personal property, to the extent the personal property is utilized within the Agreement Area, are exempt;
5. Capital gains from the sale or exchange of real property located within the Agreement Area are exempt;
6. Capital gains from the sale or exchange of tangible personal property which is located within the Agreement Area at the time of sale are exempt;
7. Capital gains from the sale or exchange of intangible personal property are exempt;
8. All pension income and benefits including, but not limited to, 401(k), IRA, defined contribution plan, and defined benefit plan payments are exempt;

9. All per capita payments by the Tribe to Resident Tribal Members are exempt without regard to the source of payment; and

10. All gaming winnings are exempt.

B. Business Income

Resident Tribal Members are exempt from the State income tax on business income as follows:

Business income shall be apportioned in the manner provided in the State Income Tax Act by application of the property, payroll and sales factors. In arriving at the portion to be taxed, the numerators provided in those sections shall include the property, payroll or sales in the State and shall exclude property, payroll or sales which are outside of the State or within the Tribal and Trust Lands. The denominator shall consist of all property, payroll or sales everywhere. Business income includes income derived from a flow-through entity.

C. Treaty Fishing

All income derived from Treaty Fishing is exempt from the State income tax to the extent excluded from federal income.

D. Spouses

Spouses who are not Resident Tribal Members are subject to the State income tax.

E. Withholding and Reporting

1. Tribal, Tribal Member, and Tribal Entity employers located within the Agreement Area will withhold and remit to the State income tax from all employees who are not Resident Tribal Members.
2. The Tribe will report to the State gaming winnings in the same manner as reported to the federal government.
3. The Tribe's casino operators and/or entertainment facility operators will report gross receipts and contact information regarding each professional performer in a manner consistent with reporting practices required by the State for non-Tribal casino operators and/or entertainment facilities.

V. **MOTOR FUEL TAX**

A. The Tribe may purchase a quantity of tax exempt motor fuel. The exempt motor fuel will be administered by either the quota method or the refund method. The Tribe shall

select which method it will use to acquire tax exempt motor fuel, consistent with the provisions of this Agreement.

B. Implementation: Refund Method

1. The Tribe will prepay the State motor fuel and sales taxes on all motor fuel purchases and seek a refund on exempt sales.
2. All motor fuel for resale shall be purchased in accordance with State law from any State licensed wholesaler and shall be tax prepaid. All Taxable Sales of such motor fuel shall include the tax in the retail price.
3. The Tribe shall determine which retailers within the Agreement Area will be entitled to seek refunds on exempt sales.
4. The total amount of refunds obtainable by the Tribe or its designated retailers shall be limited by a ceiling determined jointly by the Tribe and the State in the same manner as a quota. The entitlement shall be prospective and shall be reviewed periodically. There shall be no retroactive reconciliation.
5. Tribes that engage in interstate transportation activities shall be subject to the International Fuel Tax Agreement (IFTA). No refund under this Agreement shall be requested by the Tribe or its designated retailers and no tax exempt fuel shall be used for interstate activities subject to IFTA.
6. The Tribe shall not engage in commercial intrastate transportation activities, other than those associated with its casino gaming operations as provided at **§ (III)(A)(I)(d)**, with fuel that is not taxed.
7. All refunds shall be issued within 45 days of the receipt of the claim for refund, after which interest shall accrue at the statutory rate.

C. Implementation: Quota Method

1. The Tribe may purchase an annual quota of motor fuel per the agreed schedule without the imposition of the State motor fuel and sales taxes. The entitlement shall be prospective and shall be reviewed periodically. There shall be no retroactive reconciliation.
2. The Tribe shall acquire its tax-free quota of motor fuel from a single pre-identified State licensed wholesaler.
3. All motor fuel acquired for resale in excess of the quota shall be purchased in accordance with State law from any State licensed wholesaler with State motor fuel taxes prepaid. All retail sales of such motor fuel shall include the tax in the retail price.

4. The Tribe shall determine which retailers within the Agreement Area will receive tax-free quota motor fuel.
 5. All tax free diesel fuel acquired under the quota will be clear diesel fuel.
 6. Tribes that engage in interstate transportation activities shall be subject to the IFTA. No tax-free quota motor fuel shall be used for interstate activities subject to IFTA.
 7. The Tribe shall not engage in commercial intrastate transportation activities other than those associated with its casino gaming operations as provided at **§ III(A)(I)(d)**, with fuel that is not taxed.
- D. The Tribe shall ensure that Tribal Member and Tribal Entity retailers only purchase motor fuel from State licensed wholesalers. The Tribe shall also ensure that Tribal Member and Tribal Entity retailers prepay all taxes on motor fuel purchases except for quota exempt purchases authorized by the Tribe.
- E. All sales of motor fuel by the Tribe, Tribal Members, or Tribal Entities to Non-Tribal Members shall be with all taxes paid and included in the price.
- F. The Tribe, Tribal Members, and Tribal Entities shall not act as importers, wholesalers, or suppliers of motor fuel unless licensed by the State.

VI. TOBACCO TAX

The Tribe and the State agree that all tobacco products sold within the Agreement Area shall be subject to the provisions of the Tobacco Products Tax Act, except as provided in this Agreement.

- A. The Tribe may purchase a quantity of tax exempt tobacco products. The exempt purchases of cigarettes and other tobacco products shall be administered by either the quota method or the refund method set forth in this Agreement.
- B. Implementation: Refund Method
1. All tobacco products for resale shall be purchased in accordance with State law from any State licensed wholesaler and shall be tax prepaid. Taxable Sales of such tobacco products shall include the tax in the retail price.
 2. The Tribe shall determine which retailers within the Agreement Area will be entitled to seek refunds on exempt sales.
 3. The total amount of refunds obtainable by the Tribe or its designated retailers shall be limited by a ceiling determined jointly by the Tribe and the State in the

same manner as a quota described in the quota option set forth below. The entitlement shall be prospective and shall be reviewed periodically. There shall be no retroactive reconciliation.

4. All refunds shall be issued within 45 days of the receipt of the claim for refund, after which interest shall accrue at the statutory rate.

C. Implementation: Quota Method

1. The Tribe may purchase an annual quota of tobacco products without the imposition of the State tobacco products tax. The entitlement shall be prospective and shall be reviewed periodically. There shall be no retroactive reconciliation.
 2. The Tribe shall acquire its tax-free quota of tobacco products from a single pre-identified State licensed wholesaler.
 3. All tobacco products acquired for resale in excess of the quota shall be purchased in accordance with State law from any State licensed wholesaler with State tobacco products tax prepaid. All retail sales of such tobacco products shall include the tax in the retail price.
 4. The Tribe shall determine which retailers within the Agreement Area will receive tax-free quota tobacco products.
 5. All tobacco products purchased by the Tribe shall bear the State tribal stamp.
- D. The Tribe shall ensure that Tribal Member and Tribal Entity retailers only purchase tobacco products bearing the State Tribal stamp and only purchase from State licensed wholesalers. The Tribe shall also ensure that Tribal Member and Tribal Entity retailers prepay all taxes on tobacco product purchases, except for quota exempt purchases authorized by the Tribe.
- E. All sales of tobacco products by the Tribe, Tribal Members, or Tribal Entities to Non-Tribal Members shall be with all taxes paid and included in the price.
- F. The Tribe, Tribal Members, and Tribal Entities shall not act as wholesalers, secondary wholesalers, or unclassified acquirers of tobacco products unless licensed by the State.

VII. SINGLE BUSINESS TAX

- A. For purposes of application of the Single Business Tax section only, the following definitions shall apply:

1. "Tribe (SBT)" means any Tribe that has entered into a tax agreement with the State that is substantially similar to this Agreement.
 2. "Expanded Tribal Agreement Area" means the lands within the combined Agreement Areas of each Tribe (SBT).
 3. "Tribal Member (SBT)" means an individual who is an enrolled member of a Tribe (SBT).
 4. "Resident Tribal Member (SBT)" means a Tribal Member (SBT) whose principal place of residence is located within his or her Tribe's Agreement Area.
 5. "Tribal Entity (SBT)" means an entity other than a single Tribe (SBT) acting alone or single Resident Tribal Member (SBT) acting alone, that is wholly comprised of any combination of the Tribe (SBT) and Resident Tribal Members (SBT), or is wholly owned by Resident Tribal Members (SBT).
- B. The Single Business Tax Act (SBTA) exemptions provided by this Agreement will be applied without regard to the law under which an entity is organized. Publicly traded entities shall be subject to the SBTA without regard to Tribe (SBT) or Tribal Member (SBT) ownership and without regard to the Expanded Tribal Agreement Area.
- C. Entities in which the ownership interests are entirely comprised of one or more Tribes (SBT), Tribal Members (SBT) or Tribal Entities (SBT) that engage in business activity within the State will apportion their tax base by application of the three statutory factors (property, payroll and sales) to determine the portion of the tax base attributable, if any, to the State but outside the Expanded Tribal Agreement Area. The portion of the tax base attributable to the Expanded Tribal Agreement Area will be exempt from the SBTA.
- D. Entities which are not wholly owned by any combination of Tribes (SBT), Tribal Members (SBT) or Tribal Entities (SBT) will apportion their tax base by application of the three statutory-factors (property, payroll and sales) to determine the portion of the tax base attributable to the State and to the Expanded Tribal Agreement Area. The portion of the tax base attributable to the Expanded Tribal Agreement Area which is equal to the percentage of ownership interests held in combination of Tribes (SBT), Tribal Members (SBT) or Tribal Entities (SBT) will be exempt. The portion of the tax base attributable to non Tribes (SBT), non Tribal Members (SBT) or non Tribal Entities (SBT) is subject to the SBTA for activity within the State both within and outside of the Expanded Tribal Agreement Area. In calculating the State sales factor of the apportionment formula the numerator shall only exclude sales that are destined to:
1. The Tribe (SBT);
 2. Resident Tribal Members (SBT); and
 3. Sales shipped to destinations outside of the State.

- E. To the extent a tax base or portion of a tax base is attributable to the State under this Agreement and a tax is due, a credit against the tax may be claimed to the extent the business is conducted in an area designated as a Renaissance Zone under State law. See MCL 125.2681, et seq. The credit shall be determined in accordance with State law using the payroll and property factors. The denominator of the respective factors is calculated in accordance with State law except that payroll and property within the Expanded Tribal Agreement Area must be excluded. The numerators of the respective factors will be the property located within a designated Renaissance Zone excluding property within the Expanded Tribal Agreement Area and the payroll for services performed in a designated Renaissance Zone excluding payroll within the Expanded Tribal Agreement Area. The credit is otherwise allowed in accordance with State law.

VIII. ADMINISTRATION: GENERAL

- A. Consistent with State law, the Tribe, Tribal Members, and Tribal Entities shall maintain records (including retention of original receipts other than those for purchases claimed on the *Sales Tax Table Return*) sufficient to substantiate claims for exemption from tax under this Agreement.
- B. By December 15 of each year the Tribe shall provide to the State a current list of:
1. Resident Tribal Members with their addresses and Tribal identification number;
 2. Tribal, Tribal Member, and Tribal Entity businesses operating within the Agreement Area. The list shall state the business name, the business address, the business(es)' federal tax identification number (if available), and the name(s) of the business owners. The list shall also identify:
 - a. Businesses that are engaged in the sale or storage of motor fuel with a statement as to the location of the storage tanks;
 - b. Businesses that are engaged in the sale or storage of tobacco products identifying the facilities operated by the Tribe. Provided, however, that in identifying a facility owned, leased, or operated by the Tribe, the Tribe may designate the specific rooms in the facility where tobacco products are authorized to be stored or offered for sale under this Agreement. If such a designation is made, the State's authority to conduct inspections referenced at **§ XIII(C)(4)(a)** without a Tribal Court order shall be limited to the whole of the rooms designated and all rooms which are directly accessible from those rooms as well as all areas through which tobacco products are transported. In the absence of a designation of rooms, the State shall be permitted to inspect the entire facility designated;

- c. Businesses that are authorized by the Tribe to sell tax exempt motor fuel; and
 - d. Businesses that are authorized by the Tribe to sell tax exempt tobacco products.
3. Non-Tribal businesses operating within the Tribal Agreement Area that are authorized by the Tribe to sell tax exempt motor fuel;
 4. Non-Tribal businesses within the Agreement Area that are authorized by the Tribe to sell tax exempt tobacco products; and
 5. The Tribal official(s) authorized to sign *Tribal Certificates of Exemption* on behalf of the Tribe as provided at § **XII(B)(1)(a)**, or refund requests under § **XII(B)(2)** of this Agreement.
- C. The Tribe shall notify the State in writing of all lands, title to which is acquired in the name of the Tribe or in federal trust for the Tribe after execution of this Agreement, which are within the Agreement Area or claimed as Tribal and Trust Lands under § **II(K)** of this Agreement. If the parties agree, the Appendix A setting forth the Tribal and Trust Lands shall be amended to reflect all of the lands that are Tribal and Trust Lands under this Agreement.

IX. ADMINISTRATION: INCOME AND SINGLE BUSINESS TAXES

A. Income Tax

All Resident Tribal Members shall file a State tax return if they owe a Michigan Income Tax, are due a refund, or their federal adjusted gross income exceeds their exemption allowance. (See MCL 206.30 (2) and (3)). In addition a Resident Tribal Member shall file a return in all instances where a federal return is required in order to eliminate unnecessary correspondence with the Department. A taxpayer who is entitled to exemption based on this Agreement shall complete a Schedule in accordance with its instructions whereat the subtractions will be taken. These subtractions shall then be carried over to the MI 1040.

B. Withholding

Withholding is to be done in accordance with regulations/instructions applicable to all persons required to withhold.

C. Single Business Tax

A taxpayer claiming entitlement to exemptions provided in this Agreement shall prepare and file the SBT annual return form C-8000. The C-8000 shall have a box on its face indicating that the taxpayer is claiming exemptions under this Agreement. A taxpayer

who checks that box will be directed to complete a separate schedule which will guide the taxpayer through the special apportionment calculations to arrive at the non-exempt property, payroll and sales numbers which will then be carried over to the C-8000H for use in completing the return.

X. ADMINISTRATION: MOTOR FUEL TAX

The Tribe shall utilize either a quota system or a refund system to acquire motor fuel for exempt Tribal and Tribal Member use as determined by the quota or refund ceiling. The election to use a refund or quota system shall be effective for an entire calendar year. The Tribe may change from one system to the other upon at least 60 days written notice to the State. The change shall be effective on the first day of the next calendar year.

A. Quota System

1. The quota amount shall be determined by negotiation and will be reviewed, and may be adjusted by mutual consent of the parties, on request of either party but not more frequently than semi-annually (in May and November) during the first two years of this Agreement. Thereafter, the quota amount will be reviewed at the request of either party, and may be adjusted by mutual consent of the parties, but not more frequently than annually. A separate quota shall be established for gasoline and diesel. The quota will be calculated on a twelve month basis. In any given month the total amount of tax free quota motor fuel delivered to the Tribe and those authorized by the Tribe to store or sell tax free motor fuel shall not exceed 15% of the total quota amount calculated on a twelve month basis.
2. The Tribe shall purchase all of its tax free quota motor fuel from a single wholesaler licensed by the State. The Tribe shall notify the State in writing of the wholesaler it will use prior to making any purchase of tax free quota motor fuel. The State shall contact the wholesaler and authorize the quantity of tax free quota motor fuel to be sold to the Tribe. The designated wholesaler may be changed by written notice to the State providing the name of the new wholesaler and providing at least 14 days advance notice of the date that the change will be effective. The notice from the Tribe to the State shall also state the total number of gallons purchased from the old wholesaler and the number of gallons remaining to be purchased under the quota. The State shall then advise the new supplier that it is authorized to make sales of tax free quota motor fuel to the Tribe and the amount remaining under the quota.
3. The Tribe shall determine which retailers within the Agreement Area will be authorized to purchase and sell tax free motor fuel and the quantities that each retailer may acquire. The Tribe shall establish a system whereby the Tribe shall pre-approve, and clearly designate, all purchases of tax free fuel prior to submission to the wholesaler. In addition to maintaining the books and records required by State law, all authorized retailers (including the Tribe itself) shall

maintain a log of their purchases of tax free quota motor fuel showing the delivery date and the type (gasoline or diesel) and quantity of fuel purchased.

4. The Tribe shall maintain a record of its use of tax free motor fuel acquired under the quota. This record shall indicate the vehicle(s) in which motor fuel is used, the number of gallons used by each vehicle (or each category of vehicles), and a general description of the use of the vehicles.

B. Refund System

1. A refund ceiling shall be negotiated and will be reviewed, and may be adjusted by mutual consent of the parties, upon written request of either party but not more frequently than semi-annually (in May and November) during the first two years of this Agreement. Thereafter, the refund ceiling amount will be reviewed at the request of either party, and may be adjusted by mutual consent of the parties, but not more frequently than annually. Separate refund ceilings shall be established for both gasoline and diesel for which a refund will be sought. The refund ceilings shall be calculated on a twelve month basis.
2. The Tribe shall determine which retailers located within the Agreement Area will be entitled to seek a refund for sales of motor fuel. The Tribe shall be responsible for devising a means for dividing the refund ceiling(s) among the retailers authorized by the Tribe to receive refunds and the Tribe itself. The retailers authorized by the Tribe to receive refunds shall submit their claims to the Tribe which will compile them as a single request to be filed with the State on a monthly or quarterly basis. The State will then issue a single refund check to the Tribe. The State will not make additional refunds for the period covered under the refund ceiling once the refund ceiling amount has been reached.
3. In addition to maintaining the books and records required by State law, all authorized retailers (including the Tribe itself) shall maintain a log of their sales of tax free motor fuel showing the date, the purchaser's name, the purchaser's Tribal identification number, the purchaser's signature, and the amount and type (gasoline or diesel) of fuel purchased. The purchaser's signature shall not be required if a swipe card system, acceptable to both the Tribe and the State, is utilized.
4. Upon receipt of a refund request from the Tribe, the State shall verify that the refund ceiling has not been exceeded and then process the request. Interest will be paid at the statutory rate if the refund is not paid within 45 days of receipt by the Department.
5. The Tribe shall maintain a record of its use of tax free motor fuel acquired under the refund ceiling. This record shall indicate the vehicle(s) in which motor fuel is used, the number of gallons used by each vehicle (or each category of vehicles), and a general description of the use of the vehicles.

XI. ADMINISTRATION: TOBACCO PRODUCTS TAX

The Tribe shall utilize either a quota system or a refund system to acquire tobacco products for Tribal and Tribal Member use as determined by the quota or refund ceiling. The election to use a refund or quota system shall be effective for an entire calendar year. The Tribe may change from one system to the other upon at least 60 days written notice to the State. The change shall be effective on the first day of the next calendar year.

A. Quota System

1. The quota amount shall be determined by negotiation and will be reviewed, and may be adjusted by mutual consent of the parties, on request of either party but not more frequently than semi-annually (in May and November) during the first two years of this Agreement. Thereafter, the quota amount will be reviewed at the request of either party, and may be adjusted by mutual consent of the parties, but not more frequently than annually. A separate quota shall be established for cigarettes and other tobacco products. The quota shall be calculated on a twelve month basis. In any given month the total amount of tax free quota tobacco products delivered to the Tribe and those authorized by the Tribe to store or sell tax free tobacco products shall not exceed 15% of the total quota amount calculated on a twelve month basis.
2. The Tribe shall purchase all of its tax free quota tobacco products from a single wholesaler licensed by the State. The Tribe shall notify the State in writing of the wholesaler it will use prior to making any purchase of tax free quota tobacco products. The State shall contact the wholesaler and authorize the quantity of tax free quota tobacco products to be sold to the Tribe. The designated wholesaler may be changed by written notice to the State providing the name of the new wholesaler and providing at least 14 days advance notice of the date that the change will be effective. The notice from the Tribe to the State shall also state the total number of cigarette sticks and quantity of other tobacco products purchased from the old wholesaler and the number of cigarette sticks and quantity of other tobacco products remaining to be purchased under the quota. The State shall then advise the new supplier that it is authorized to make sales of tax free quota tobacco products to the Tribe and the amount remaining under the quota.
3. All cigarettes sold to retailers authorized to sell tax free cigarettes shall bear the State tribal stamp.
4. The Tribe shall determine which retailers within the Agreement Area will be authorized to purchase and sell tax free tobacco products and the quantities that each retailer may acquire. The Tribe shall establish a system whereby the Tribe shall pre-approve, and clearly designate, all purchases of tax free product prior to submission to the wholesaler. In addition to maintaining the books and records

required by State law, all authorized retailers (including the Tribe itself) shall maintain a log of their purchases of tax free quota tobacco products showing the date, type (cigarettes, cigar, chew, etc.), quantity, and brand.

B. Refund System

1. A refund ceiling shall be negotiated and will be reviewed, and may be adjusted by mutual consent of the parties, upon written request of either party but not more frequently than semi-annually (in May and November) during the first two years of this Agreement. Thereafter, the refund ceiling amount will be reviewed at the request of either party, and may be adjusted by mutual consent of the parties, but not more frequently than annually. A separate refund ceiling shall be established for cigarettes and other tobacco products for which a refund will be sought. The refund ceiling shall be calculated on a twelve month basis.
2. The Tribe shall determine which retailers located within the Agreement Area will be entitled to seek a refund for sales of tobacco products. The Tribe shall be responsible for devising a means for dividing the refund ceiling(s) among the retailers authorized by the Tribe to receive refunds and the Tribe itself. The retailers authorized by the Tribe to receive refunds shall submit their claims to the Tribe which will compile them as a single request to be filed with the State on a monthly or quarterly basis. The State will then issue a single refund check to the Tribe. The State will not make additional refunds for the period covered under the refund ceiling(s) once the refund ceiling(s) amount has been reached.
3. In addition to maintaining the books and records required by State law, all authorized retailers (including the Tribe itself) shall maintain a log of their sales of tax free tobacco products showing the date, type, quantity, and brand of product sold with the name, Tribal identification number, and signature of the purchaser. The purchaser's signature shall not be required if a swipe card system, acceptable to both the Tribe and the State, is utilized.
4. Upon receipt of a refund request from the Tribe, the State shall verify that the refund ceiling has not been exceeded and then process the request. Interest will be paid at the statutory rate if the refund is not paid within 45 days of receipt by the Department.

XII. ADMINISTRATION: SALES TAX AND USE TAX

A. General

1. A Tribal, Tribal Member, or Tribal Entity retailer making a sale within the Agreement Area to the Tribe, a Resident Tribal Member, or a Tribal Entity which is exempt under the terms of this Agreement, need not collect sales tax or use tax on such a sale. No refund requests will be honored for a purchase from a retail

establishment owned by the Tribe, a Tribal Member, or a Tribal Entity located with the Agreement Area.

2. To obtain the benefit of statutory exemptions other than those specifically identified in § III(A)(1), § III(A)(2), § III(A)(3), or § III(A)(4), of this Agreement, the Tribe, Tribal Member or Tribal Entity shall use the standard procedures and forms used by all taxpayers claiming exemption. See Revenue Administrative Bulletin 2002-15.

B. Tribal Purchases

The Tribe shall have the option of using a *Tribal Certificate of Exemption* or seeking a refund of sales tax and use tax paid for those transactions that are exempt under the terms of this Agreement.

1. *Tribal Certificate of Exemption* Option

a. Application for *Tribal Certificate of Exemption*

The Tribe may apply for a *Tribal Certificate of Exemption* by filing a written request with the Department stating the name and business address of the Tribe, and the names and titles of the Tribal officials that are authorized by the Tribe to sign *Tribal Certificate of Exemption* on behalf of the Tribe. Upon receipt of the Tribe's request signifying its election to use the *Tribal Certificate of Exemption*, the Department shall issue to the Tribe a *Letter of Authorization* indicating that it may begin using the *Tribal Certificate of Exemption* as provided in this § XII.

b. Use of *Tribal Certificate of Exemption*

To obtain the benefit of an exemption under § III(A)(1), § III(A)(3) and § III(A)(4) of this Agreement, the Tribe shall present to the vendor or contractor a signed *Tribal Certificate of Exemption* with a copy of the *Letter of Authorization* attached. In the case of affixation to real property by a contractor, the contractor shall submit the *Tribal Certificate of Exemption* together with the contractor's *Sales and Use Tax Certificate of Exemption* to the supplier at the time of purchase.

- c. The Tribe shall not use or authorize the use of any *Tribal Certificate of Exemption* after the termination of this Agreement.

2. Refund Option

a. General

If the Tribe does not choose to use a *Tribal Certificate of Exemption*, it may instead seek a refund under **§ III(A)(1)**, **§ III(A)(3)**, and **§ III(A)(4)** of sales tax and use tax on a monthly or quarterly basis using a *Tribal Sales Tax and Use Tax Refund* form prescribed by the Department. The refund request shall be signed by a designated official of the Tribe.

b. Taxes Paid by Contractor

The Tribe may seek reimbursement from the State of sales tax and use tax paid by a contractor under **§ III(A)(3)**. Refund claims shall be filed on the *Tribal Sales Tax and Use Tax Refund* form and accompanied by a signed statement from the contractor stating the location at which materials were affixed to real estate, the date that the work was done, the amount paid for materials, and the sales tax and use tax paid on the purchases of the materials.

C. Resident Tribal Member and Tribal Entity Purchases

1. *Tribal Certificate of Exemption* Option

If the Tribe has elected to use a *Tribal Certificate of Exemption* under **§ XII(B)(1)**, the Tribe may elect to authorize Resident Tribal Members or Tribal Entities to use a *Tribal Certificate of Exemption* for the purchases described in this **§ XII(C)(1)(a)** or **§ XII(C)(1)(c)** below. If the Tribe so elects and notifies the State of such election, Resident Tribal Members and Tribal Entities shall use a *Tribal Certificate of Exemption* and may not seek refunds of taxes paid for purchases described in **§ XII(C)(1)(a)** or **§ XII(C)(1)(c)** below.

- a. Resident Tribal Member purchases where a *Tribal Certificate of Exemption* must be used:
 - i. **§ III(A)(2)(a)** (only for the purchase and affixation by the Resident Tribal Member of materials for construction, renovation, or improvement of real property owned by the Tribe or the federal government in trust for the Tribe which is located within Tribal and Trust Lands);
 - ii. **§ III(A)(2)(b)** (only for the purchase and affixation by the Resident Tribal Member of materials for construction, renovation, or improvement of his or her principal residence within the Agreement Area);
 - iii. **§ III(A)(2)(c)** and **§ III(A)(2)(d)**;
 - iv. **§ III(A)(3)**; and
 - v. **§ III(A)(4)**.

- b. Resident Tribal Member purchases where a *Tribal Certificate of Exemption* may not be used:

A Resident Tribal Member may only obtain the benefit of an exemption under **§ III(A)(2)(a)** (except for purchases of materials for construction, renovation or improvement of real property owned by the Tribe or the federal government in trust for the Tribe which is located in Tribal and Trust Lands) by filing a refund using the *Resident Tribal Member/Tribal Entity Sales Tax and Use Tax Refund Request* form.

- c. Tribal Entity purchases where a *Tribal Certificate of Exemption* must be used:

- i. **§ III(A)(1)(a)** (only for the purchase and affixation by a Tribal Entity of materials or construction, renovation, or improvement of real property owned by the Tribe or the federal government in trust for the Tribe which is located within Tribal and Trust Lands);
- ii. **§ III(A)(3)(a)**;
- iii. **§ III(A)(4)(b)**.

- d. Tribal Entity Purchases where a *Tribal Certificate of Exemption* may not be used:

A Tribal Entity may only obtain the benefit of an exemption under **§ III(A)(1)(a)** (except for purchases of materials for construction, renovation or improvement of real property owned by the Tribe or the federal government in trust for the Tribe which is located in Tribal and Trust Lands) by filing a refund using the *Resident Tribal Member/Tribal Entity Sales Tax and Use Tax Refund Request* form.

- e. Issuance of Tribal Certificate of Exemption

A Resident Tribal Member or Tribal Entity shall submit to the Tribe a signed *Resident Tribal Member/Tribal Entity Claim* indicating the requester's name, address, items to be purchased (including identification numbers for vehicles and mobile homes) and, in the case of a Resident Tribal Member, his or her identification number and a certification that the Resident Tribal Member resides within the Agreement Area. In those instances where the claim is made under **§ III(A)(3)**, a signed statement from the contractor stating the location at which materials will be affixed to real estate, the date that the work is to be done, and an estimate as to the amount to be paid for materials shall also be submitted to the Tribe by the Resident Tribal Member or Tribal Entity seeking authorization. Upon verifying the information provided in the claim and determining that the claim is consistent with the terms of this Agreement, an authorized Tribal representative shall complete and sign a *Tribal Certificate of Exemption* authorizing the Resident Tribal Member's or Tribal Entity's exempt purchase. The certificate shall indicate the name of the requester, the items to be purchased including identification

numbers for vehicles and mobile homes and, for Resident Tribal Members, the Resident Tribal Member's identification number.

f. *Use of Tribal Certificate of Exemption*

If a *Tribal Certificate of Exemption* is issued to a Resident Tribal Member or Tribal Entity, the Resident Tribal Member or Tribal Entity shall present the Certificate (together with the *Letter of Authorization*) to the vendor or contractor at the point of purchase. In those instances where the claim is made for purchase of material affixed to real property by a contractor under § III(A)(3), the Resident Tribal Member or Tribal Entity shall also submit a signed statement from the contractor stating the location at which materials will be affixed to real property, the date that the work is to be done, and an estimate as to the amount to be paid for materials.

2. Refund Method (without *Tribal Certificate of Exemption* authorization)

If the Tribe has not elected to use *Tribal Certificates of Exemption* as provided at § XII(B)(1), or has elected to use the *Tribal Certificate of Exemption* at § XII(B)(1) but has not authorized its Resident Tribal Members and Tribal Entities to use *Tribal Certificates of Exemption*, Resident Tribal Members and Tribal Entities shall pay sales tax and use tax on all purchases, except those that would be exempt under State law in the absence of this Agreement or those made from a Tribal, Tribal Member or Tribal Entity retailer where the retailer is not required to collect tax as described in § XII(A)(1). Refund requests for sales tax and use tax shall be made on the *Resident Tribal Member/Tribal Entity Sales Tax and Use Tax Refund Request* form as follows:

- a. A Resident Tribal Member may seek a refund of sales tax and use tax paid on transactions exempted under § III(A)(2)(a), § III(A)(2)(b) (only for the purchase and affixation by the Resident Tribal Member of materials for construction, renovation, or improvement of his or her principal residence within the Agreement Area), § III(A)(2)(c), § III(A)(2)(d), § III(A)(3) and § III(A)(4) of this Agreement.
- b. A Resident Tribal Member may seek a refund of sales tax and use tax paid by a contractor under § III(A)(3) as follows:
 - i. Within Tribal and Trust Lands. The Resident Tribal Member shall use the *Resident Tribal Member/Tribal Entity Sales Tax and Use Tax Refund Request* and shall also file a signed statement from the contractor stating the location at which materials were affixed to real estate, the date the work was done, the amount paid for materials, and the sales tax and use tax paid on the purchases of the materials. If the claim is for an affixation to a Resident Tribal Member's principal residence, the Resident Tribal Member shall attest to that fact.

- ii. Personal Residence Within Agreement Area. The Resident Tribal Member shall use the *Resident Tribal Member/Tribal Entity Sales Tax and Use Tax Refund Request*, and shall also file a signed statement from the contractor stating the location at which materials were affixed to real estate, the date the work was done, the amount paid for materials, and the sales tax and use tax paid on the purchases of the materials. If the claim is for an affixation to a Resident Tribal Member's principal residence, the Resident Tribal Member shall attest to that fact.
- c. Tribal Entities may seek refunds for taxes paid on transactions exempted under § III(A)(1)(a), § III(A)(3)(a) and § III(A)(4)(b) of this Agreement.
- d. Tribal Entities may seek a refund of sales tax and use tax paid by a contractor under § III(A)(3)(a). The Tribal Entity shall file a signed statement from the contractor stating the location at which materials were affixed to real estate, the date the work was done, the amount paid for materials, and the sales tax and use tax paid on the purchases of the materials.
- e. Refund Request Form – Content

The *Resident Tribal Member/Tribal Entity Sales Tax and Use Tax Refund Request* form shall require the following information and attachments:

- i. The name of the purchaser with Tribal affiliation, member number, resident address;
 - ii. The date of the purchase;
 - iii. The name and address of the vendor;
 - iv. A description of the item(s) purchased;
 - v. For items claimed exempt under § III(A)(2)(c) and § III(A)(2)(d), the sales tax account number of the vendor;
 - vi. The original receipt;
 - vii. For a passenger vehicle, pick up truck, recreational vehicle, motorcycle, recreational watercraft, snowmobile, or off road vehicle (ORV), the vehicle identification number and a statement as to where the items will be principally garaged, berthed, or stored;
 - viii. For a vehicle required to be registered with the Secretary of State, a RD 108 form;
 - ix. For a modular or mobile home, the unit serial number and a statement that the purchase is for use exclusively within the Tribal and Trust Lands or as a principal residence within the Agreement Area;
 - x. For a purchase or acquisition of tangible personal property for use in exercising of a treaty fishing right, a statement that the property will be used in the exercise of the right.
- f. Filing and Payment of Refund Requests. *Resident Tribal Member/Tribal Entity Sales Tax and Use Tax Refund Request* forms may be filed with the

State in April, July, October, and January. The State shall pay refunds and interest on late payments in accordance with State law.

3. Refund Table – Resident Tribal Members

A Resident Tribal Member shall be entitled to an annual refund representing sales tax and use tax paid on tangible personal property acquired under § III(A)(2)(b) (except for the purchase and affixation by the Resident Tribal Member of materials for construction, renovation, or improvement of his or her principal residence within the Agreement Area). This refund shall apply under both the *Tribal Certificate of Exemption* method described in § XII(C)(1), above and Refund Method described in § XII(C)(2) above. This refund shall be determined by use of the following table:

Resident Tribal Member's federal Adjusted Gross Income modified to include Social Security benefits, Social Security disability benefits, Railroad Retirement benefits, unemployment benefits, fishing income under section 7873 of the Internal Revenue Code, and disability income to the extent they are specifically exempt from or excluded from the computation of federal Adjusted Gross Income (but not to exceed \$80,000) x 15% x 6%

The Table shall be reviewed upon the written request of either party with notice to all other tribes that have agreements that are substantially similar to this Agreement but not more frequently than once every three years. It is the intent of the parties that any revision to the Table shall be uniformly applied to all tribes that have agreements that are substantially similar to this Agreement.

D. Collection, Remittance and Sharing of Sales and Use Taxes

1. Outside of Tribal and Trust Lands

Except as provided at § XII(A)(1), the Tribe, Tribal Members and Tribal Entities operating as retailers anywhere in the State outside of Tribal and Trust Lands shall collect and remit sales tax and use tax to the State in accordance with State procedures generally applicable to retail sellers.

2. Inside Tribal and Trust Lands

- a. In those instances where the Tribe has not enacted its own sales tax on transactions occurring within Tribal and Trust Lands, the Tribe, Tribal Members, and Tribal Entities operating as retailers within Tribal and Trust Lands shall collect and remit State sales tax or use tax, as applicable, in accordance with State procedures generally applicable to retail sellers on a special form prescribed by the State. The Department shall not later than 45 days after the close of the calendar quarter or the receipt of all of the

prescribed returns, whichever is later, review the information received and send a check to the Tribe together with a schedule showing the calculation of the amount paid to the Tribe pursuant to **§ III(B)(2)** of this Agreement. The State shall pay interest at the statutory rate applicable for refunds not paid as of the 45th day following the later of the end of the calendar quarter or the receipt of all of the prescribed returns.

- b. In those instances where the Tribe has enacted its sales tax on transactions occurring within Tribal and Trust Lands which is subject to sharing under the terms of the Agreement, the Tribe shall collect the taxes due and shall not later than 45 days after the close of each quarter compile the information received during the quarter and send a check to the State together with a schedule showing the calculation of the amount paid to the Tribe pursuant to **§ III(B)(3)** of this Agreement. The Tribe shall pay interest at the statutory rate provided under State law for refunds not paid as of the 45th day following the end of the calendar quarter.

E. Record Retention

1. General.

- a. Records shall be separately maintained for items that are claimed exempt on the basis that the transaction occurred in, and the use is exclusively in Tribal and Trust Lands.
- b. Tribal, Tribal Member and Tribal Entity retailers shall maintain records regarding sales that are not Taxable Sales under this Agreement.
- c. With respect to sales on which no tax was collected as provided in **§ XII(A)(1)**, Tribal, Tribal Member and Tribal Entity retailers shall maintain a record of such sales including the date, the name and Tribal identification number of the purchaser, the amount, and for any item of more than \$50.00 or sales of more than \$200.00 in the aggregate, the identification of the items purchased and any other data sufficient to document the exemption. This **§ XII(E)(1)(c)** shall not apply to sales of motor fuel.

2. Tribes

- a. For each item claimed exempt under **§ III(A)(1)(b)** that is not used exclusively for a Governmental Function, the Tribe shall maintain a log setting forth all uses of the item and the amount of each use. In establishing the percentage of each type of use, the Tribe shall consistently use the same measure for each class of item. For example, a vehicle use log would typically be maintained on the basis of miles driven. A copy machine log would typically be maintained on the basis of number of copies made for each respective use. A log for a piece of heavy equipment, such as a snowplow,

may be maintained on the basis of hours of actual use excluding storage time or on the basis of miles plowed.

- b. If the Tribe is authorized under this Agreement to use the *Tribal Certificate of Exemption*, the Tribe shall separately maintain a copy of all exemption certificates used.

3. Resident Tribal Members and Tribal Entities

If the Tribe is authorized under this Agreement to use the *Tribal Certificate of Exemption* and the Tribe authorizes a Resident Tribal Member or Tribal Entity to use such a certificate, the Resident Tribal Member or Tribal Entity shall maintain a copy of all certificates used. For items not covered by the Table, information and documentation must also be retained to substantiate where the transaction took place. This information shall include shipping documents showing the manner and means by which the item was delivered, e.g., common carrier, seller's truck, purchaser's truck, postal service, etc.

F. Tribal Responsibility for Tribal, Tribal Member, or Tribal Entity Use of the *Tribal Certificates of Exemption*.

The Tribe shall be responsible for and agrees to pay to the State any sales tax or use tax, including interest, resulting from the use of *Tribal Certificate of Exemption* in the following situations:

1. Tribal Use

- a. Arbitration Awards: Where there has been a final award under § XIV or § XV(C) of this Agreement.
- b. Use Prior to Termination: Where the State, after termination of this Agreement, discovers a certificate that was used prior to termination of this Agreement, and asserts that the transaction is not exempt under this Agreement.
- c. Use After Termination: Where the Tribe uses a *Tribal Certificate of Exemption* after termination of this Agreement.

2. Tribal Member and Tribal Entity Use

- a. Use Prior to Termination Whenever Discovered: Where there is a final determination of liability against a Tribal Member or Tribal Entity which remains unpaid for 60 days following the final determination of the liability.
- b. Use After Termination: Where the State has issued a Final Assessment with respect to the use of a *Tribal Certificate of Exemption* by a Tribal Member or

Tribal Entity after termination of this Agreement and the assessment remains unpaid for 60 days after its issuance.

- c. Prior to holding the Tribe responsible as provided in this § XII(F) for the wrongful use of a *Tribal Certificate of Exemption* by a Tribal Member or Tribal Entity, the State shall give the Tribe notice of such use including the name of the Tribal Member or Tribal Entity using the certificate, the date of the occurrence and of a copy of the *Tribal Certificate of Exemption* alleged to have been wrongfully used. The Tribe agrees to pay the sales tax or use tax together with interest within 60 days of receiving the notice. The obligations contained in this § XII(F) shall survive the termination of this Agreement.

3. Contractor Exemption – Use After Termination

Notwithstanding the provisions of § XII(F)(1) and § XII(F)(2) above, a *Tribal Certificate of Exemption* provided by a Tribe, Resident Tribal Member or Tribal Entity to a contractor for the purpose of construction, improvement, or renovation of real property as permitted in § III(A)(3) shall remain effective after the termination of this Agreement by the State until the contract is completed, but not to exceed a period of 12 months, provided, however, that such contract may not be expanded or extended after the State provides notice of its intent to terminate the Agreement; provided further that the use and benefit of such certificates shall not be extended beyond the termination of the Agreement where the Agreement is terminated by the State for cause or is voluntarily terminated by the Tribe.

G. Utilities

The Tribe shall provide the State with a list of utility, telecommunications, cable, and internet providers serving the Agreement Area. The State shall advise the providers of the terms of this Agreement and that sales to named individuals and businesses shall be made without the imposition of sales tax or use tax.

H. Rental Rooms

Except as otherwise provided by this Agreement, the Tribe, Resident Tribal Members and Tribal Entities shall remit, in accordance with regular State law procedures, use tax on rooms subject to tax under State law.

XIII. ENFORCEMENT

A. General

Consistent with the purposes of this Agreement, the determination of the tax liability owed to the State by the Tribe, Tribal Members, and Tribal Entities pursuant to this Agreement, and the enforcement of the payment of any such liability, shall be made in

accordance with State law, except as modified by the terms of this Agreement. State law, including judicial decisions interpreting State law, prescribing the scope and entitlement to exemptions or deductions other than those recognized in this Agreement shall govern the determination of tax liability. To the extent that the provisions of this Agreement differ from those of the otherwise applicable State law, this Agreement shall control.

B. Enforcement Action Against Non-Tribal Members in Indian Country

The State may exercise its tax enforcement authority under State law with respect to a Non-Tribal Member or non-Tribal Entity located or doing business within Indian Country provided, however, that where the Non-Tribal Member or non-Tribal Entity is located or doing business on trust lands, the State shall, before taking any enforcement action that requires entry upon such lands, provide notice of the proposed enforcement action to the Tribal police or public safety department. Upon receipt of such notice, the Tribal police or public safety department may direct one or more officers to accompany the State officers during the enforcement activity. If the Tribal police or public safety department is unable or unwilling to promptly assign a Tribal officer to accompany the State officers the State officers may, nonetheless, carry out the proposed enforcement action against the Non-Tribal Member or non-Tribal Entity without the participation of a Tribal officer.

C. Enforcement Action Against the Tribe

1. Criminal Penalties. The Tribe and its officers, officials, employees, and agents acting within the scope of their authority are not subject to the criminal penalty provisions imposed by State law with respect to taxes that are the subject of this Agreement. This provision shall not be construed to limit the State's ability to collect interest on past due taxes as authorized by State law.
2. Notice of Audit. The State shall have the authority to conduct routine audits of the Tribe with respect to taxes that are the subject of this Agreement for all periods or partial periods commencing after the effective date of this Agreement and until this Agreement has been terminated. Prior to conducting any such audit, the State shall provide the Tribe with at least 30 days advance written notice. The notice shall include a statement of the business to be audited, the tax(es) involved in the audit, and the taxable period(s) at issue.
3. Seizure for Tax Liabilities. Tribal assets, wherever situated, are not subject to seizure nor the filing of notices of State tax liens to enforce a tax liability owed to the State under this Agreement. In lieu of such seizures and the filing of notices of State tax liens, dispute resolution or termination as provided in this Agreement shall be used to resolve issues.
4. Inspections and Seizures Within Indian Country. Notwithstanding § XIII(C)(3), for purposes of enforcing the provisions of the Tobacco Products Tax Act, the Motor Fuel Tax Act, or the Motor Carrier Fuel Tax Act, as those acts are

modified by this Agreement, the Tribe grants to the State the authority to take the following actions within the Tribe's Indian Country:

- a. The State may conduct inspections (including unannounced inspections) of Tribal facilities that have been identified by the Tribe to the State as facilities where tobacco (see § VIII(B)(2)(b)) or motor fuel (see § VIII(B)(2)(a)) products are sold or stored under this Agreement as well as the vehicles used to transport these products. If the inspection reveals any tobacco or motor fuel products held in violation of the Tobacco Products Tax Act, the Motor Fuel Tax Act, or the Motor Carrier Fuel Tax Act as those acts are modified by this Agreement, the State may seize any such tobacco or motor fuel and any vehicle (including trailers) in which such product is found together with associated books and records.
 - b. If a State officer is lawfully at a location within a Tribally owned facility and discovers in plain view any tobacco or motor fuel products held in violation of the Tobacco Products Tax Act, the Motor Fuel Tax Act, or the Motor Carrier Fuel Tax Act as those acts are modified by this Agreement, the State officer may seize such product. The authority described in this § XIII(C)(4)(b) is not intended to authorize any State officer to enter into areas not otherwise open to the public or open to inspection by the State under the terms of this Agreement.
 - i. If the State has reason to believe that tobacco or motor fuel products may be transported or stored by the Tribe within its Indian Country contrary to the terms of this Agreement, the State may apply to the Tribal Court for a search warrant authorizing inspection of such locations. The Tribal Court shall rule on the search warrant request within twenty-four hours of receiving the application and shall issue the warrant if the Court finds that the State has reasonable cause to believe that tobacco or motor fuel may be stored at the location(s) set forth in the request. If the State is concerned that unlawful product may be removed during the pendency of such an application, the Tribal police shall, upon the request of the State, secure the location or vehicle until the Tribal Court makes its determination.
 - ii. If the State seizes tobacco or motor fuel products under this § XIII(C)(4) the State shall, before removing the property, leave a written statement on the premises describing the factual circumstances and statutory and/or regulatory basis for the seizure. This statement shall be in addition to any notification required by State law.
5. State Enforcement Actions Outside of Indian Country. Except as otherwise provided in this Agreement, nothing in this § XIII(C) shall preclude the State from exercising its enforcement authority outside of Indian Country as permitted under applicable law.

D. Enforcement Action Against Tribal Members and Tribal Entities

1. General. The parties recognize that (i) tax enforcement actions, and (ii) the process of audit, assessment and appeals of tax assessments, under this Agreement may be affected by jurisdictional issues where a Tribal Member or Tribal Entity or property is located within the Tribe's Indian Country. The parties intend to avoid such effects by providing in certain instances identified in this Agreement for Tribal enforcement or joint Tribal/State enforcement. For purposes of this § XIII of this Agreement, the terms "tax enforcement action" or "enforcement action" shall refer to the power of the State Treasurer or the Commissioner of Revenue, (including his or her successor by law or pursuant to executive or administrative order) as set forth in the Revenue Act, to effectuate subpoenas, execute levies upon tangible personal property, real property or rights in such property, and to execute jeopardy tax assessments/warrants. In addition, these terms shall include the right to inspect tobacco products, to seize contraband tobacco products and related books and records held in violation of the Tobacco Products Tax Act. These terms shall also refer to the enforcement/inspection provisions of the Motor Fuel Tax Act.
2. Notice of Audit. The State, consistent with State law, shall have the authority to conduct audits of Tribal Members residing within Indian Country and Tribal Entities whose principal place of business is located within Indian Country with respect to taxes that are the subject of this Agreement. Prior to conducting any such audit, the State shall provide the Tribal Member or Tribal Entity with at least 30 days advance written notice. The notice shall include a statement of the business or entity to be audited, the tax(es) involved in the audit, and the taxable period(s) at issue. Audits of Tribal Members who reside outside of Indian Country and Tribal Entities whose principal place of business is located outside of Indian Country shall be conducted in accordance with State law.
3. Enforcement of State Judicial Orders Outside of Indian Country. The State may exercise its enforcement authority under State law with respect to the property of a Tribal Member or Tribal Entity where the property is located outside of Indian Country. Further, the State may exercise its enforcement authority under State law with respect to a Tribal Member or Tribal Entity whose person is located outside of Indian Country.
4. Enforcement of State Judicial Orders Within Indian Country. In any case where the State has obtained a State Court judgment or order affecting the person or property of a Tribal Member or Tribal Entity located within Indian Country, the State may petition the Tribal Court to grant recognition and enforcement of the State court order or judgment. The Tribal Court shall within 14 business days rule on the petition using the same standards as contained in Michigan Court Rule 2.615. If the Tribal Court grants the petition, the Tribe, upon request of the State, shall promptly direct one or more Tribal police or public safety officers to enforce

the judgment or order in the presence of and with the assistance of one or more State enforcement officers.

5. State Exercise of Non Judicial Enforcement Actions Outside of Indian Country. The State may exercise its tax enforcement authority under State law, with respect to the property of a Tribal Member or Tribal Entity where the property is located outside of Indian Country. Further, the State may exercise its tax enforcement authority under State law with respect to a Tribal Member or Tribal Entity located outside of Indian Country.
6. State Exercise of Non Judicial Enforcement Actions Within Indian Country. In any case where the State is authorized by State law to compel the production of books and records, to compel the appearance or testimony of an individual, or to undertake an audit where the enforcement action affects a Tribal Member or Tribal Entity whose person or property is located within Indian Country, and the taxpayer has failed or refused to comply with the requested State enforcement action, the State may petition the Tribal Court for an order compelling compliance with that enforcement action. The Tribal Court shall conduct a hearing on the petition within 10 business days following service by the State on the taxpayer, and shall issue its decision within 14 business days of such service on the taxpayer. If the Tribal Court determines that (i) the taxpayer is a Tribal Member or Tribal Entity, (ii) the taxpayer and/or property is located within the Tribe's Indian Country, (iii) the proposed State tax enforcement action pertains to one or more of the taxes that is the subject of this Agreement, and (iv) the proposed State tax enforcement action is consistent with relevant State law and procedures and with this Agreement, the Tribal Court shall grant the petition and shall order the taxpayer to comply. In the event that the Tribal Member or Tribal Entity fails or refuses to comply with the Tribal Court order, the Tribe shall promptly direct one or more Tribal police or public safety officers to enforce the order with the assistance of one or more State enforcement officers.
7. State Exercise of Non Judicial Enforcement Actions Where the Location of Indian Country is in Dispute. In any case where the State is authorized by State law to compel the production of books and records, to compel the appearance or testimony of an individual, or to undertake an audit where the enforcement action affects the person or property of a Tribal Member or Tribal Entity and there is disagreement between the Tribe and the State regarding whether the taxpayer or property is located within Indian Country, the State may elect to proceed based upon the assumption that the taxpayer or property is within its enforcement authority under State law. If the taxpayer fails or refuses to comply with the requested State enforcement action, and the taxpayer asserts that the taxpayer or property is located within Indian Country and the State and the Tribe stipulate that there is a dispute regarding whether the taxpayer or property is located within Indian Country, the State may petition the Tribal Court for an order compelling compliance with the enforcement action. The Tribal Court, for purposes of this Agreement only, and for no other precedential purpose, shall treat the location of

the taxpayer or property as being within Indian Country and shall follow the standards and procedures set forth in § XIII(D)(6) above. In the event that the Tribal Member or Tribal Entity fails or refuses to comply with the Tribal Court order, the Tribe shall promptly direct one or more Tribal police or public safety officers to enforce the order with the assistance of one or more State enforcement officers.

8. State Tax Enforcement Actions Outside of Indian Country Prior to a Hearing.
The State may exercise its authority under State law to seize or inspect property without a prior order or hearing, where the taxpayer is a Tribal Member or Tribal Entity whose affected property is located outside of Indian Country.
9. State Tax Enforcement Actions Within Indian Country Prior to a Hearing.
 - a. Notwithstanding § XIII(D)(6) above, in any case where the State is authorized by the Revenue Act, the Tobacco Products Act, or the Motor Fuel Tax Act, to seize real or tangible personal property or inspect such property without a prior order or hearing, and where the taxpayer is a Tribal Member or Tribal Entity and the property is located within Indian Country, the Tribe and the State shall jointly execute such action. In such cases, the enforcement action shall be taken without first filing a petition in Tribal Court provided that the State gives notice of the need for the proposed action by the Tribal police or public safety department. Such notice shall specify the grounds for the enforcement action, and the appropriate statutory or regulatory authority for such action. Upon receipt of such notice, the Tribal police or public safety department shall promptly direct one or more Tribal police or public safety officers to execute the enforcement action jointly with one or more State enforcement officers. The affected Tribal Member or Tribal Entity may, within seven days following the enforcement action, file a petition in Tribal Court seeking a review of the enforcement action under the standard described in this § XIII(D)(9)(a). If the Tribal Court determines that (i) the taxpayer is a Tribal Member or Tribal Entity, (ii) the taxpayer and/or property is located within Indian Country, (iii) the State tax enforcement action pertains to one or more of the taxes that is the subject of this Agreement, and (iv) the State action is in compliance with relevant State law procedures and this Agreement, the Tribal Court shall affirm the enforcement action.
 - b. The administrative enforcement actions authorized under this § XIII(D)(9) are:
 - Actions in furtherance of a jeopardy assessment. [MCL 205.26]
 - Inspection of vending machines or places where tobacco products are sold or stored. [MCL 205.426a]
 - Seizure of contraband consistent with the Tobacco Products Tax Act. [MCL 205.429]

- Inspections or seizures consistent with this Agreement authorized under the Motor Fuel Tax Act or the Motor Carrier Fuel Tax Act.

10. Jurisdiction: State Tax Enforcement Actions Prior to a Hearing Where the Location of Indian Country Is In Dispute.

- a. In any case where the State proposes to take any authorized enforcement action described in § XIII(D)(9)(b) above that may affect the person or property of a Tribal Member or Tribal Entity and there is disagreement between the Tribe and the State regarding whether the affected person or property is located within or without of Indian Country, the State may elect to proceed based upon the assumption that the person or property is within its enforcement authority under State law. If the State knows, prior to taking the proposed enforcement action, that (i) the taxpayer is a Tribal Member or Tribal Entity, and (ii) there is a dispute between the State and the Tribe as to whether the site of the proposed action is within Indian Country, the State shall give notice of the proposed action to the Tribal police or public safety department. Such notice shall specify the grounds for the enforcement action, and the appropriate statutory or regulatory authority for such action. Upon receipt of such notice, the Tribal police or public safety department shall promptly direct one or more Tribal police or public safety officers to execute the enforcement action jointly with one or more State enforcement officers.
- b. If the taxpayer wishes to challenge the State enforcement action on the grounds that it is unlawful under State law including any modification to State law made under this Agreement, and the taxpayer asserts that the taxpayer or property is located within Indian Country, and the State and the Tribe stipulate to the Tribal Court that there is a dispute regarding whether the person or property is located within Indian Country, the taxpayer may petition the Tribal Court to review the propriety of the enforcement action applying State law including any modification to State law made under this Agreement. The Tribal Court, for purposes of this Agreement only, and for no other precedential purpose, shall treat the location of the person or property as being within Indian Country and shall follow the standards and procedures set forth in § XIII(D)(9) above. If the Tribal Court determines that the affected person or property is not located within Indian Country or is not within the stipulated disputed area, the Tribal Court shall promptly dismiss the action.

11. Jurisdiction: Final Tax Assessment Issued or Refund Denied to a Tribal Member Residing or a Tribal Entity Operating Wholly Within Indian Country. In any case where the State has issued a final tax assessment or denied a tax refund to a Tribal Member residing within Indian Country, or to a Tribal Entity doing business wholly within Indian Country, for a tax imposed upon income, business activity, transactions, or privileges which were realized, occurred, or exercised wholly within Indian Country, and the Tribal Member or Tribal Entity wishes to appeal

the assessment or denial of refund on the grounds that it is unlawful under (i) State law including any modification to State law made under this Agreement, or (ii) the Michigan Constitution, the U.S. Constitution, or federal law, provided that such claims shall be limited to those that are not predicated on Indian Tribal membership, the Tribal Member or Tribal Entity may appeal the final assessment or denial of refund to Tribal Court within 35 days of the issuance of the final assessment or denial of refund. The Tribal Court shall follow State law relative to the practices and procedures of a case in the Michigan Court of Claims; provided however, that the taxpayer shall not be required to prepay the contested portion of the tax, penalty, or interest prior to filing the appeal. The uncontested portion of the tax, penalty, or interest shall be paid prior to filing the appeal. The Tribal Court shall make its ruling within one year of the filing of the appeal.

12. Jurisdiction: Final Tax Assessment Issued to a Tribal Member or a Tribal Entity or Denial of Refund Where the Location of Indian Country Is In Dispute.

- a. In any case where the State has issued a final tax assessment or denied a tax refund to a Tribal Member or to a Tribal Entity for a tax which the member or entity asserts is imposed upon income, business activity, transactions, or privileges which were realized, occurred, or exercised wholly within Indian Country, and the Tribal Member or Tribal Entity wishes to appeal the assessment or denial of refund on the grounds that it is unlawful under (i) State law including any modification to State law made under this Agreement, or (ii) the Michigan Constitution, the U.S. Constitution, or federal law, provided that such claims shall be limited to those that are not predicated on Indian Tribal membership, the Tribal Member or Tribal Entity may appeal the final assessment or denial of refund to Tribal Court within 35 days of the issuance of the final assessment or denial of the refund. If the Tribal Court determines all of the income, business activity, transaction, or privilege being taxed was realized, occurred, or was exercised wholly within Indian Country or the stipulated disputed area, the Tribal Court shall, for purposes of this Agreement only and for no other precedential purpose, treat the location of the income, business activity, transaction or privilege as being within Indian Country and shall follow the standards and procedures set forth in **§ XIII(D)(11)** above.
- b. If the Tribal Court determines that any of the taxes assessed or refunds denied were for a tax upon income, business activity, transactions, or privileges which were realized, occurred, or exercised within the State but outside of either Indian Country or the stipulated disputed area, the Tribal Court shall promptly dismiss the action. Once such a dismissal is entered, the Tribal Member or Tribal Entity may, consistent with State law, file a petition with the Michigan Tax Tribunal within 35 days, or a Complaint with the Michigan Court of Claims within 90 days, of the final Tribal Court order of dismissal.

13. Jurisdiction: Final Tax Assessment or Denial of Tax Refund to a Resident Tribal Member or a Tribal Entity Where Any Portion of the Activity Occurs Outside of Indian Country and Outside of a Disputed Area. State courts or tribunals will be used for the appeal of any final tax assessment or denial of tax refund to a Resident Tribal Member or Tribal Entity in those instances where any portion of the income, business activity, transaction, or privilege being taxed was realized, occurred, or was exercised within the State but outside of either Indian Country or any area where the Tribe and the State have a disagreement as to what constitutes Indian Country.
14. Application of State Law as Modified by this Agreement. The Tribe and the State agree that State law, as modified by this Agreement, will apply to the determination of tax liability or tax refund in any appeal of an assessment or denial of a tax refund filed in any State or Tribal quasi-judicial or judicial forum under this § XIII.

E. Licensure and Registration

1. Tribal Registration. The Tribe shall comply with State licensure and registration provisions for the taxes that are the subject of this Agreement. With respect to activity occurring solely within Tribal and Trust Lands, such licensure and registration shall serve only to identify Tribal operations that are subject to this Agreement. The Tribe shall not be subject to disciplinary action or penalty as a licensee or be subject to the revocation provisions applicable to any licensee under any of the taxes that are the subject of this Agreement, except for violations of the Motor Carrier Fuel Tax Act or the International Fuel Tax Agreement, to the extent not altered by this Agreement. Rather, alleged violations shall be addressed in the dispute resolution process or through termination of the Agreement.
2. Licensure and Registration of Tribal Members and Tribal Entities Outside of Indian Country. Tribal Members or Tribal Entities operating to any extent outside of Indian Country shall comply with all State licensure provisions for the taxes that are the subject of this Agreement.
3. Licensure and Registration of Tribal Members and Tribal Entities Operating Wholly Within Indian Country. With respect to Tribal Members and Tribal Entities operating wholly within Indian Country, the Tribe shall either:
 - a. Require such Tribal Members and Tribal Entities to register with the State and obtain such licenses and registrations as would be required under State law if such Tribal Members or Tribal Entities were operating outside of Indian Country; or
 - b. Establish its own licensing and registration requirements (which shall parallel State law) for all activities authorized under this Agreement requiring a State

registration or license under State law applicable to the taxes that are the subject of this Agreement, in which case the Tribe shall forward the information to the State in a format mutually agreeable to the State and the Tribe.

F. Motor Carrier Fuel Tax and International Fuel Tax Agreement.

The Tribe, Tribal Members, and Tribal Entities engaging in activity that is covered by the Motor Carrier Fuel Tax Act or the International Fuel Tax Agreement shall fully comply with all of the provisions of that Act or Agreement including registration and licensing requirements and other obligations imposed by that Act and Agreement.

G. Responsibilities of the Tribe Regarding Tribal Members and Tribal Entities.

1. The Tribe shall inform Tribal Members and Tribal Entities of the terms of this Agreement including its administrative and enforcement provisions. To the extent that this Agreement imposes duties or obligations upon Tribal Members or Tribal Entities, the Tribe shall take appropriate steps under Tribal law to require Tribal Members and Tribal Entities to perform those duties or obligations.
2. The Tribe agrees to assist the State in ascertaining that Tribal Members and Tribal Entities are fully complying with the terms of this Agreement. Upon request of the State, the Tribe shall assist the State in the assessment and collection of taxes owed under the terms of this Agreement. In those instances where a question of jurisdiction arises between the State and a Tribal Member or Tribal Entity, and the Tribe agrees with the State's position, the Tribe shall assist the court or tribunal hearing the matter by providing affidavits and/or testimony.
3. If the State notifies the Tribe that one of the offenses listed below has occurred within the Tribe's jurisdiction, the Tribe shall, within 10 business days after notice by the State of the violation, take the following action: for a first offense, give a written warning to the offending party that further noncompliance will result in termination of any Tribally issued license or authorization to operate; for any subsequent offense, commence proceedings to terminate any Tribally issued license or authorization to operate. The offenses that may trigger the above actions are:
 - a. Possession or sale by a Tribal Member or Tribal Entity (other than those in which the Tribe has an ownership interest) of cigarettes or other tobacco products which do not bear the appropriate State stamp.
 - b. Sale by a Tribal Member or Tribal Entity (other than those in which the Tribe has an ownership interest) of cigarettes or other tobacco products to Non-Tribal Members where all taxes are not fully included in the price.

- c. Possession or sale by a Tribal Member or Tribal Entity (other than those in which the Tribe has an ownership interest) of motor fuel not acquired or possessed as provided in this Agreement.
- 4. In addition to assisting the State, the Tribe shall enforce this Agreement independently. Such independent enforcement shall include:
 - a. Seizure from Tribal Members and Tribal Entities of tobacco products and motor fuel not acquired or possessed in accordance with the terms of this Agreement, and the transfer of the seized product to the State, consistent with applicable provisions of State law. In the event that the product seized and transferred to the State is sold in accordance with State law, the State shall treat the Tribe as a “local unit of government” for the purpose of sharing the proceeds of the sale as provided at MCL 205.429 or MCL 207.1130.
 - b. Establishment of Tribal mechanisms to monitor and enforce Tribal Member and Tribal Entity compliance with the terms of this Agreement; and
 - c. Notification to the State of any violations of this Agreement that the Tribe may discover.

H. Tribal Verification of State Compliance.

Upon request by the Tribe, the State shall, consistent with State law pertaining to confidentiality, provide access to sufficient information to allow the Tribe to verify that the State has paid all amounts required by this Agreement. Tribal access to such books, records and personnel shall be preceded by reasonable notice.

I. Payment of Liabilities.

In the event of a disagreement over an amount owed by either party to the other, the determination of liability shall be made pursuant to the dispute resolution process in this Agreement and not in any State or Tribal tribunal. Each party shall pay all undisputed amounts before invoking the dispute resolution process. Once the amount of liability is determined by the dispute resolution process, each party agrees to voluntarily pay that amount.

XIV. DISPUTE RESOLUTION

- A. Consistent with the government-to-government relationship between the Tribe and the State, the parties shall make their best efforts to resolve disputes by good faith negotiations whenever possible. The provisions of this § XIV are applicable to disputes between the Tribe and the State and shall not be utilized for resolution of disputes between the State and Tribal Members or Tribal Entities.

- B. At any time this Agreement is in force, the Tribe or the State may file a notice with the other party seeking dispute resolution of any matter arising between the Tribe and the State under this Agreement.
1. The party seeking dispute resolution shall give written notice to the other party stating:
 - a. The nature of the issue including reference to specific provisions of the Agreement;
 - b. The amount of money, if any, that is in contest as a result of the issue;
 - c. A statement of position as to how the issue should be resolved;
 - d. Any additional information or documentation deemed pertinent or helpful in the resolution of the issue; and
 - e. At least three proposed dates for a meeting not less than 10 business days nor more than 20 business days from the date of the notice. If the Tribe is the party filing the notice, the meeting shall be at a location designated by the State. If the State is the party filing the notice, the meeting shall be at a location designated by the Tribe.
 2. The party receiving the notice shall, within 10 business days of receipt, file a written response indicating which date is acceptable for a meeting and the precise location at which the meeting will be held.
 3. At the meeting the parties shall attempt to resolve the matter in full to their mutual satisfaction. If the parties are not able to resolve the matter in full, the parties may schedule additional meetings, agree to fact finding, or take any other mutually agreed to action in an attempt to resolve the matter. Any agreement for further efforts to resolve the dispute shall be in writing and shall provide a date following which either party may seek resolution of the matter by arbitration as provided in this § XIV(C) below.
- C. If the matter in dispute is not resolved at the meeting and no method for further efforts to resolve the matter is mutually agreed to, or following the date specified in any written agreement for further dispute resolution efforts, either party may invoke arbitration as follows:
1. A party shall send notice to the opposing party of its intention to have the matter resolved by arbitration. The notice shall name one or more arbitrators who have agreed to act to resolve the dispute. The notice shall also indicate which arbitrator the party giving notice would use if none of those listed are acceptable to the other party if acting alone. The party receiving notice shall within 10 business days of receipt indicate which arbitrator, if any, named by the party giving notice

is acceptable to act alone. If none of the named arbitrators acting alone are acceptable to the party receiving notice then that party shall name a single arbitrator who has agreed to act to serve on a panel consisting of that person, the arbitrator named by the party giving notice, and a third arbitrator named by the other two arbitrators. The two named arbitrators shall act within 10 business days of the naming of the second to name a third arbitrator.

2. The party requesting arbitration shall send copies of any notices of arbitration to all other tribes that have signed agreements that are substantially similar to this Agreement, in addition to the notice sent to the opposing party. Any tribe receiving such notice may thereafter elect to participate as a party in the arbitration as set forth below.
3. Within five business days of the naming of the arbitrator or the establishment of the arbitration panel, each original party shall submit to the arbitrator or panel, as well as to all other tribes that have signed agreements that are substantially similar to this Agreement, a list of the issues that are being submitted for resolution. The list shall designate those issues that, in the party's view, are likely to require interpretation of the terms of the Agreement including reference to specific provisions of the Agreement. Following these submissions, all parties, including all intervening tribes, shall have seven business days to comment on the issues proposed for submission. Within 14 business days after the time allowed for comment, the arbitrator or the panel shall advise all parties of the issues to be addressed and establish a timetable to resolve those issues within 90 days thereafter. The arbitrator or panel shall designate which issues are likely to require interpretation of the terms of the Agreement, including reference to specific provisions of the Agreement. The timetable shall provide for discovery, submission of written argument and other materials, and if requested by either party for oral presentation including presentation of witnesses. Following submission of the materials and argument the arbitrator or panel shall, consistent with this Agreement, determine and award taxes due, refunds owed or such other matters as the circumstances warrant.
4. Each party shall bear its own costs incurred in the dispute resolution. The costs and fees charged by an arbitrator or arbitration panel shall be borne one-half by the State and one-half by the Tribe(s).
5. Matters of State law that are properly before the arbitrator or panel shall be resolved by applying State law.
6. The award of the arbitrator or panel shall set forth the factual findings, legal conclusions, and conclusions as to the interpretation of the terms of the Agreement on which it is based. The award shall be dated and shall be final and binding on the parties with regard to the dispute that it resolves. In addition, the award shall survive termination of this Agreement.

7. The decision of the arbitrator or panel shall designate which issues require interpretation of the terms of this Agreement. The decision of the arbitrator or panel regarding such issues shall be binding precedent in all future disputes regarding this Agreement and all agreements with other Tribes that are substantially similar to this Agreement. Conclusions as to State law shall not be precedent and future arbitrators or panels shall determine such matters based on applicable State law. Matters resolved by settlement or consent agreement shall be binding only on the parties to the settlement or consent agreement.
 8. In order to serve as an arbitrator under this Agreement for the purposes of resolving a dispute under this § XIV, a candidate must be admitted to practice law in the court of highest jurisdiction in any state of the United States or the District of Columbia, shall be a member in good standing of the bar of admission, and shall have experience in taxation or federal Indian law.
 9. Except as otherwise provided in this § XIV or mutually agreed by the parties, the arbitration shall proceed in accordance with the policies and procedures of the Commercial Rules of Arbitration of the American Arbitration Association; provided, that the arbitration itself shall not be administered by or proceed before the American Arbitration Association.
- D. Engaging in the dispute resolution process does not preclude either party from seeking termination of this Agreement as provided at § XV.

XV. TERM AND TERMINATION

This Agreement shall be for an indefinite term and shall remain in force and effect until terminated as provided in this § XV.

A. Termination Without Cause

The Tribe or the State, acting through its Treasurer or his or her designee, may terminate this Agreement by giving written notice to the other party of its intention to terminate. The notice shall state a termination date which shall not be sooner than 90 days from the date of the notice and except as provided in § XV(B) shall not take effect sooner than two years from the effective date of this Agreement. The notice of intent to terminate shall indicate at least three proposed dates for a meeting to take place within 30 days commencing with the date of the notice, to discuss the reasons for the termination. If the Tribe is the party giving the notice, the meeting shall be at a location designated by the State. If the State is the party giving the notice, the meeting shall be at a location designated by the Tribe. Within five business days of receipt of the notice, the party receiving the notice shall notify the party seeking termination as to which date is acceptable for the meeting and the precise location at which it is to be held.

B. Termination For Cause

1. Notwithstanding the provisions of § **XV(A)**, the following violations of this Agreement shall constitute sufficient cause for termination of this Agreement at any time:
 - a. Possession or sale by the Tribe, or any entity in which the Tribe has any ownership interest, of cigarettes or other tobacco products which do not bear the appropriate State stamp;
 - b. Sale by the Tribe, or any entity in which the Tribe has any ownership interest, of cigarettes or other tobacco products to Non-Tribal Members where all taxes are not fully included in the price;
 - c. Possession or sale by the Tribe, or any entity in which the Tribe has any ownership interest, of motor fuel not acquired or possessed as provided in this Agreement;
 - d. Failure of the Tribe to seek licenses or registration as required under this Agreement within 10 business days following notice and request to do so;
 - e. Failure of a party to maintain necessary books and records, to comply with a request for review of books and records, or to permit inspections as provided in this Agreement;
 - f. Failure of the Tribe to promptly commence or authorize enforcement action requested by the State as provided by this Agreement;
 - g. Failure of the Tribal Court to render a decision on an enforcement action under § **XIII(C)(4)(b)(i)** within the time frame specified in this Agreement;
 - h. Interference by a party with enforcement actions authorized by this Agreement, or failure of a party to follow procedures for enforcement actions authorized by this Agreement;
 - i. Failure of a party to pay amounts determined to be due under this Agreement within 45 days of such obligation becoming final.
2. In the event that a party determines that one or more of the events listed in § **XV(B)** has occurred, that party shall request a meeting to be held within five business days of the notice for the purpose of discussing the matter. If the Tribe is the party requesting the meeting it shall be at a location designated by the State. If the State is the party requesting the meeting it shall be at a location designated by the Tribe. The request for the meeting shall provide a statement as to the nature of the alleged violation. At the meeting the parties shall discuss the

incident(s) giving rise to the meeting. Following the meeting the party requesting the meeting may:

- a. Terminate this Agreement by giving notice of termination for cause;
- b. Defer determination as to whether to seek termination for cause for a period of time pending such further investigation or consultation as the party requesting the meeting shall determine appropriate; or
- c. Waive the breach.

The party requesting the meeting shall notify the alleged offending party of its determination.

3. In cases where a notice of termination for cause is based on a violation of **§ XV(B)(1)(a), § XV(B)(1)(b), § XV(B)(1)(c), § XV(B)(1)(f), § XV(B)(1)(g), § XV(B)(1)(h), or § XV(B)(1)(i)**, the party requesting the meeting may terminate this Agreement immediately following the meeting subject to retroactive reinstatement in the event the arbitrator or panel determines that the violation did not occur. All other alleged violations shall, if confirmed by the arbitrator or panel, result in termination as of the date of the arbitration determination. Pending such determination this Agreement shall remain in full force and effect.
4. The party alleged to have violated this Agreement may within five business days of any notice of termination seek review of that action in accordance with the following process:
 - a. The party seeking to invoke the process shall within five business days of the notice of termination send a notice of intent to contest the termination to the other party and shall name one or more arbitrators who have agreed to act to resolve the dispute. The notice shall also indicate which arbitrator the party giving notice would use if none of those listed are acceptable to the other party if acting alone. The party receiving notice shall within five business days of receipt indicate which arbitrator, if any, named by the party giving notice is acceptable to act alone. If none of the arbitrators acting alone are acceptable to the party receiving notice then that party shall name a single arbitrator who has agreed to serve on a panel to consist of that person, the arbitrator named by the party giving notice, and a third arbitrator named by the other two arbitrators. The two named arbitrators shall act within 10 business days of the naming of the second to name a third arbitrator.
 - b. Within 14 business days of the arbitrator being named or upon the establishment of a panel, the arbitrator or panel shall establish a timetable to resolve the matter which shall not exceed 45 days from the date the arbitrator is named or the panel established. The timetable shall provide for discovery, submission of written argument and other materials, and, if requested by

either party, for oral presentation including presentation of witnesses. Following submission of the materials and argument the arbitrator or panel shall make a single factual finding of whether the act alleged to give rise to a termination for cause has occurred. The determination of the arbitrator or the panel shall be final and binding on the parties.

- c. Each party shall bear their own costs incurred in the dispute resolution. The costs and fees charged by an arbitrator or arbitration panel shall be borne equally by the parties.
 - d. In order to serve as an arbitrator under this Agreement for purposes of determining if there is a violation sufficient to justify a termination for cause, candidates must be admitted to practice law in the court of highest jurisdiction in any state of the United States or the District of Columbia and shall be a member in good standing of the bar of admission.
 - e. Except as otherwise provided in this § **XV** or mutually agreed by the parties, the arbitration shall proceed in accordance with the policies and procedures of the Commercial Rules of Arbitration of the American Arbitration Association; provided, that the arbitration itself shall not be administered by or proceed before the American Arbitration Association.
5. If the alleged offending party does not seek review of the termination within five business days of the notice, the termination shall be effective as of the date of the notice.

C. Final Accounting Following Termination

1. The State and the Tribe agree to pay amounts owed one to the other under the provisions of this Agreement accrued through the termination date. Within 10 business days following the termination date, a final accounting shall commence to determine the liabilities of the Tribe and the State one to the other. The State and the Tribe agree to cooperate in the exchange of information sufficient to determine their respective liabilities. If the parties cannot agree on the amount owed, then either party may by written notice to the other advise of its intent to submit the dispute to arbitration as provided in this § **XV(C)**.
2. The notice of arbitration shall name one or more arbitrators who have agreed to act to resolve the dispute. The notice shall also indicate which arbitrator the party giving notice would use if none of those listed are acceptable to the other party if acting alone. The party receiving notice shall within 10 business days of receipt, indicate which arbitrator, if any, named by the party giving notice is acceptable to act alone. If none of the arbitrators named are acceptable to the party receiving notice then that party shall name a single arbitrator who has agreed to act to serve on a panel to consist of that person, the arbitrator named by the party giving notice, and a third arbitrator named by the other two arbitrators. The two named

arbitrators shall act within 10 business days of the naming of the second to name a third arbitrator.

3. Within five business days of the naming of the arbitrator or the establishment of the arbitration panel, the parties shall submit to the arbitrator or panel a list of the issues that are being submitted for resolution. Following these submissions, the parties shall have seven business days to comment on the issues proposed for submission. Within 14 business days of being named the arbitrator or the establishment of the arbitration panel, the arbitrator or the panel shall establish a timetable to resolve the matter which shall not exceed 90 days. The timetable shall provide for discovery, submission of written argument and other materials, and if requested by either party for oral presentation including presentation of witnesses. Following submission of the materials and argument the arbitrator or panel shall, consistent with this Agreement, determine and award taxes due or refunds owed as the circumstances warrant. The award of the arbitrator or panel shall set forth the factual findings, legal conclusions, and conclusions as to the interpretation of the terms of this Agreement on which it is based. The monetary award of the arbitrator or panel shall be dated and shall be final and binding and shall survive termination of this Agreement.
4. Each party shall bear their own costs incurred in the dispute resolution. The costs and fees charged by an arbitrator or arbitration panel shall be borne equally by the parties.
5. In order to serve as an arbitrator under this Agreement for the purpose of making a final accounting following termination, candidates must be admitted to practice law in the court of highest jurisdiction in any state of the United States or the District of Columbia, shall be a member in good standing of the bar of admission, and shall have experience in taxation or federal Indian law.
6. Except as otherwise provided in this § XV(C) or mutually agreed by the parties, the arbitration shall proceed in accordance with the policies and procedures of the Commercial Rules of Arbitration of the American Arbitration Association; provided, that the arbitration itself shall not be administered by or proceed before the American Arbitration Association.

XVI. NO THIRD PARTY RIGHTS CREATED

Nothing in this Agreement shall be construed to create any rights in third parties who are not parties to this Agreement, or constitute a basis for any third-party challenge or appeal, except as provided in § XIV(C)(2) with respect to other Tribes not parties to this Agreement who intervene in Dispute Resolution under this Agreement.

XVII. NOTICE

A. General

1. Except as otherwise expressly provided in this Agreement, notice regarding tax matters arising between the State and Tribal Members or the State and Tribal Entities shall be directed to the member or entity in accordance with State law.
2. Where this Agreement provides that a matter is to be resolved in a State or Tribal court or tribunal, the rules and procedures of the designed court or tribunal shall control all matters of notice except as otherwise expressly provided in this Agreement.
3. Where this Agreement provides that a specified form be filed with the State for the purpose of (i) making a remittance to the State of taxes or fees, or (ii) seeking a refund from the State, then the form, remittance, or refund request shall be filed and sent in accordance with its instructions.
4. Where a notice is to be given under the terms of this Agreement, the notice shall be made by personal delivery, overnight courier, or first class, certified or registered mail unless otherwise specified in this § **XVII**.
5. Where under the terms of this Agreement notice is required to be given to or a request is to be made of the Tribal police or public safety department such notice or request shall be given by personal delivery to or first class mail to Little Traverse Bay Bands of Odawa Indians Police Department at 7500 Odawa Circle, Harbor Springs, MI 49740.

B. Specific Notices

All notices and communication between the State and the Tribe with respect to the following matters shall be sent to:

For the Tribe:

Gerald V. Chingwa, Chairman
Little Traverse Bay Bands of Odawa Indians
7500 Odawa Circle
Harbor Springs, MI 49740

with copy to Tribal General Counsel
Little Traverse Bay Bands of Odawa Indians
7500 Odawa Circle
Harbor Springs, MI 49740

For the State:

State Treasurer
Michigan Department of Treasury
Attention: Tribal Liaison
430 West Allegan Street
Lansing, MI 48922

- § I(C) – State Law Amendments
- § I(E)(4) – Protocol for exchange, retention, and destruction of taxpayer information
- § I(F) – Annual Summit
- § I(G) – Sovereign Immunity, all matters. All notices provided for under § I(G) shall be by registered or certified mail with return receipt.
- § II(K) – Relating to status of lands as TTL
- § VIII – General Administration; all lists to be sent to State by December 15 of each year
- § X – Administration: Motor Fuel; all matters except refund requests
- § XI – Administration: Tobacco Products; all matters except refund requests
- § XII – Administration: Sales Tax and Use Tax; all matters except refund requests
- § XIII – Enforcement; all matters except notice to Tribal police or public safety, written statements under § XIII(C)(4)(b)(ii), and notice of audit to Tribal Members or Tribal Entities
- § XIV – Dispute Resolution, all matters. All notices provided for under § XIV shall be by registered or certified mail with return receipt.
- § XV – Termination, all matters. All notices provided for under § XV shall be by registered or certified mail with return receipt.

C. Where Notice Not Specified

In those instances where a party to this Agreement desires to send a written notice or other written communications to the other party and the person or office is not otherwise specified under this Agreement, the notice or communication shall be directed to:

Tribe: Tribal Chair and General Counsel
State: State Treasurer attention: Tribal Liaison

D. Change of Person or Office That is to Receive Notice

A party to this Agreement may change the person or office to whom a notice is to be sent under this Agreement by directing a notice to that effect by registered or certified mail with return receipt clearly stating that a change in person or office to be notified under the terms of this Agreement is intended, providing a reference to the particular notice provision to be changed, and stating the person or office to whom the notice is

to be sent commencing as of a specific date not less than 14 days after the notice of the change. A party receiving notice of such a change shall confirm by sending an acknowledgment of the change to the other party by certified or registered mail return receipt requested.

XVIII. AMENDMENT

The terms of this Agreement may be amended, to the extent permitted by law, only upon a mutual, written agreement executed by an authorized representative of each party.

XIX. EFFECTIVE DATE AND IMPLEMENTATION DATE

A. Effective Date

This Agreement shall become binding upon the parties on the date on which the last of the following actions occurs:

1. State legislation taking effect that authorizes the Department to enter into the Agreement on behalf of the State;
2. Signature by the State Treasurer or his or her designee as authorized by the State legislation;
3. Signature by a representative of the Tribe; and
4. Certification by the Tribe's legal counsel that the signatory acting on behalf of the Tribe has the necessary authority to enter into this Agreement and to bind the Tribe to this Agreement.

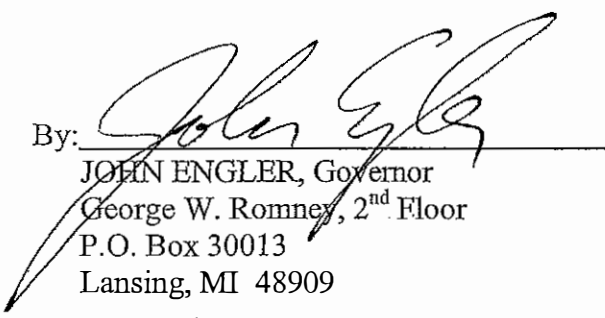
B. Implementation Date

The terms of this Agreement shall be implemented commencing upon a date agreed to by the Department and the Tribe following receipt by the Department of

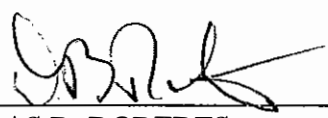
certification by the Tribe's legal counsel that the Tribe has taken all necessary steps to bind Tribal Members and Tribal Entities to the terms of this Agreement.

STATE OF MICHIGAN

By: _____

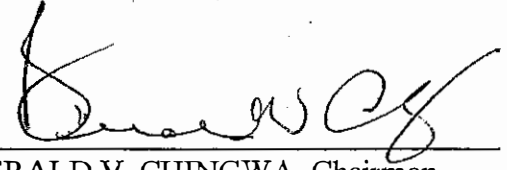

JOHN ENGLER, Governor
George W. Romney, 2nd Floor
P.O. Box 30013
Lansing, MI 48909

By: _____


DOUGLAS B. ROBERTS
Michigan State Treasurer
First Floor, Treasury Building
Lansing, MI 48922

**LITTLE TRAVERSE BAY BANDS OF
ODAWA INDIANS**

By: _____


GERALD V. CHINGWA, Chairman
7500 Odawa Circle
Harbor Springs, MI 49740

**FIRST AMENDMENT TO THE TAX AGREEMENT BETWEEN THE LITTLE
TRAVERSE BAY BANDS OF ODAWA INDIANS AND THE STATE OF
MICHIGAN**

This First Amendment to the Tax Agreement between the Little Traverse Bay Bands of Odawa Indians and the State of Michigan is executed on the date(s) indicated below and shall be effective as of the first day of the month following the date of execution of this First Amendment by the State Treasurer or his designee.

Recitals:

On the 20th day of December, 2002, the Little Traverse Bay Bands of Odawa Indians and the State of Michigan entered into a Tax Agreement which was implemented on the 1st day of March, 2003.

§ XVIII of the Tax Agreement provides that the Agreement may be amended upon the mutual, written agreement executed by an authorized representative of each party.

In accordance with § XVIII of the Tax Agreement the parties make the following amendments to the Tax Agreement:

1. § III(A)(2) is amended to read as follows:
 2. Resident Tribal Member
 - a. Tangible personal property, other than motor vehicles, purchased or acquired by a Resident Tribal Member for his or her commercial use is exempt from both sales tax and use tax if the transaction takes place in the Tribal and Trust Lands and the property is used exclusively within the Tribal and Trust Lands.
 - b. Purchases by a Resident Tribal Member of tangible personal property for personal use are exempt from both the sales tax and use tax if the transaction takes place in the Agreement Area and the property is used exclusively within the Agreement Area.
 - c. Resident Tribal Members are exempt from both the sales tax and use tax on the following items regardless of where purchased or used provided they are purchased for non-commercial use, used primarily by the Resident Tribal Member and principally garaged, berthed, or stored within the Agreement Area:
 - i. Passenger vehicles including automobiles, pick-up trucks, recreational vehicles and motorcycles;

- ii. Recreational watercraft;
- iii. Snowmobiles; and
- iv. Off road vehicles.

Where an item is purchased under this subsection and subsequently transferred to a non-Resident Tribal Member relative and the transfer would be exempt under MCL 205.93(3)(a), the Resident Tribal Member shall reimburse the State an amount equal to the current sales or use tax rate times the retail dollar value of the item at the time of the transfer. The reimbursement shall be paid to the Department within 30 days of the date of transfer. Such reimbursement will not be required where the retail dollar value at the time of transfer is below \$2,000 for a passenger vehicle or is below \$1,000 for other enumerated items.

- d. Resident Tribal Members are exempt from both the sales tax and use tax on modular homes and mobile homes used as their principal residence. Where a mobile home purchased under this subsection is subsequently transferred to a non-Resident Tribal Member relative and the transfer would be exempt under MCL 205.93(3)(a), the Resident Tribal Member shall reimburse the State an amount equal to the current sales or use tax rate times the retail dollar value of the mobile home at the time of the transfer. The reimbursement shall be paid to the Department within 30 days of the date of transfer. Such reimbursement shall not be required where the retail dollar value of the mobile home at the time of transfer is below \$2,000.
- e. The exemptions in § **III(A)(2)(c)**, § **III(A)(2)(d)**, and § **III(A)(3)(b)** shall apply in full to 1) purchases made solely by a Resident Tribal Member where the items are solely titled in the name of the Resident Tribal Member, 2) purchases made jointly by a Resident Tribal Member and his or her Resident Tribal Member spouse where the item is titled exclusively in one or both names, or 3) purchases made exclusively by multiple Resident Tribal Members where the item is titled exclusively in one or more of the Resident Tribal Member purchasers' names. With regards to § **III(A)(2)(b)** (only for purchase and affixation of materials for construction, renovation, or improvement of the Resident Tribal Member's principal residence), § **III(A)(2)(c)**, § **III(A)(2)(d)**, and § **III(A)(3)(b)**, the Resident Tribal Member shall qualify for a 50 percent exemption on purchases that are made by the Resident Tribal Member, or their non-Resident Tribal Member spouse, and exclusively titled in both their names. This subsection does not otherwise alter any of the other requirements identified in § **III(A)(2)(b)**, § **III(A)(2)(c)**, § **III(A)(2)(d)**, and § **III(A)(3)(b)**.

- 2. § **III(A)(3)** is amended to read as follows:

3. Affixation to Real Estate

- a. Materials that are purchased, used or acquired in the performance of a contract entered into by the Resident Tribal Member, Tribe, or Tribal Entity for construction, renovation or improvement of real property owned by the Tribe or the federal government in trust for the Tribe are exempt from both sales tax and use tax if the real property is located within the Tribal and Trust Lands and there is no contractual entitlement for a non-Resident Tribal Member or non-Tribal Entity to remove the improvement.
- b. Materials that are purchased, used or acquired in the performance of a contract for construction, renovation or improvement to the principal residence of a Resident Tribal Member are exempt from both the sales tax and use tax.

Where a Resident Tribal Member seeks exemption claimed under either § **III(A)(2)(b)**, § **III(A)(2)(d)** or § **III(A)(3)(b)**, for the purchase, construction, renovation, or improvement of a new principal residence, the Resident Tribal Member shall repay to the Department any previously received exemption claimed under § **III(A)(2)(b)**, § **III(A)(2)(d)** or § **III(A)(3)(b)**, for the purchase, construction, renovation, or improvement of his or her previous principal residence(s) for a period of two years immediately preceding the purchase of the item(s) on which the exemption is to be claimed. Repayment will not be required where the cumulative cost of the previously purchased items for which exemption was received does not exceed \$2,000 for the two-year period.

A Resident Tribal Member cannot have more than one principal residence at a time. For purposes of § **III(A)(3)(b)**, where the Resident Tribal Member has not yet relocated into the new residence, a Resident Tribal Member's Principal Residence changes from the old residence to the new residence as of the date of the purchase for which exemption is sought regarding the new residence.

3. § **VIII(B)(1)** is amended to read as follows:

1. Resident Tribal Members with their addresses and Tribal identification number, and social security number;

4. § **VIII(B)(2)** is amended to read as follows:

2. Tribal, Tribal Member, and Tribal Entity businesses operating within the Agreement Area. The list shall state the business name, the business address, the business(es)' federal tax identification number, and the name(s) of the business owners. The list shall also identify:

- a. Businesses that are engaged in the sale or storage of motor fuel with a statement as to the location of the storage tanks;
- b. Businesses that are engaged in the sale or storage of tobacco products identifying the facilities operated by the Tribe. Provided, however, that in identifying a facility owned, leased, or operated by the Tribe, the Tribe may designate the specific rooms in the facility where tobacco products are authorized to be stored or offered for sale under this Agreement. If such a designation is made, the State's authority to conduct inspections referenced at § XIII(C)(4)(a) without a Tribal Court order shall be limited to the whole of the rooms designated and all rooms which are directly accessible from those rooms as well as all areas through which tobacco products are transported. In the absence of a designation of rooms, the State shall be permitted to inspect the entire facility designated;
- c. Businesses that are authorized by the Tribe to sell tax exempt motor fuel; and
- d. Businesses that are authorized by the Tribe to sell tax exempt tobacco products.

5. § XII(C)(1)(a) is amended to read as follows:

- a. Resident Tribal Member purchases where a *Tribal Certificate of Exemption* must be used:
 - i. § III(A)(2)(a) (only for the purchase and affixation by the Resident Tribal Member of materials for construction, renovation, or improvement of real property owned by the Tribe or the federal government in trust for the Tribe which is located within Tribal and Trust Lands);
 - ii. § III(A)(2)(b) (only for the purchase and affixation by the Resident Tribal Member of materials for construction, renovation, or improvement of his or her principal residence within the Agreement Area);
 - iii. § III(A)(2)(c) and § III(A)(2)(d);
 - iv. § III(A)(2)(e);
 - v. § III(A)(3); and
 - vi. § III(A)(4).

6. § XII(C)(1)(f) is amended to read as follows:

f. Use of Tribal Certificate of Exemption

If a *Tribal Certificate of Exemption* is issued to a Resident Tribal Member or Tribal Entity, the Resident Tribal Member or Tribal Entity shall present the Certificate (together with the *Letter of Authorization*) to the vendor or contractor at the point of purchase. In those instances where the claim is made for purchase of material affixed to real property by a contractor under § **III(A)(3)**, the Resident Tribal Member or Tribal Entity shall obtain a *Tribal Certificate of Exemption* from the Tribe indicating the Resident Tribal Member or Tribal Entity as the purchaser and the contractor as the seller. The contractor shall complete a *Michigan Sales and Use Tax Certificate of Exemption* (Form 3372) and present the form together with the *Tribal Certificate of Exemption* and the *Letter of Authorization* to the vendor/supplier of the tangible personal property that will be affixed to the real estate. Where a contractor is used for affixation or construction under § **III(A)(3)**, when obtaining the *Tribal Certificate of Exemption* from the Tribe the Resident Tribal Member shall also submit (in addition to any other required documentation) a signed statement from the contractor stating the location at which materials will be affixed to real property, the date that the work is to be done, and an estimate as to the amount to be paid for materials.

7. § **XII(C)(2)(a)** is amended to read as follows:

- a. A Resident Tribal Member may seek a refund of sales tax and use tax paid on transactions exempted under § **III(A)(2)(a)**, § **III(A)(2)(b)** (only for the purchase and affixation by the Resident Tribal Member of materials for construction, renovation, or improvement of his or her principal residence within the Agreement Area), § **III(A)(2)(c)**, § **III(A)(2)(d)**, § **III(A)(2)(e)**, § **III(A)(3)** and § **III(A)(4)** of this Agreement.

8. § **XII(C)(3)** is amended to read as follows:

3. Refund Table – Resident Tribal Members

A Resident Tribal Member shall be entitled to an annual refund representing sales tax and use tax paid on tangible personal property acquired under § **III(A)(2)(b)** (except for the purchase and affixation by the Resident Tribal Member of materials for construction, renovation, or improvement of his or her principal residence within the Agreement Area). This refund shall apply under both the *Tribal Certificate of Exemption* method described in § **XII(C)(1)**, above and Refund Method described in § **XII(C)(2)** above. This refund shall be determined by use of the following table:

Resident Tribal Member's federal Adjusted Gross Income modified to include Social Security benefits, Social Security disability benefits, Railroad Retirement benefits, Veteran Disability Pay, 50% of the Combat Zone Compensation for Enlisted Members of the Armed Forces, fishing

income under section 7873 of the Internal Revenue Code, and disability income to the extent they are specifically exempt from or excluded from the computation of federal Adjusted Gross Income (but not to exceed \$80,000) x 15% x 6%.

The Table shall be reviewed upon the written request of either party with notice to all other tribes that have agreements that are substantially similar to this Agreement but not more frequently than once every three years. It is the intent of the parties that any revision to the Table shall be uniformly applied to all tribes that have agreements that are substantially similar to this Agreement.

9. § **XII(D)(2)(b)** is amended to read as follows:

- b. In those instances where the Tribe has enacted its sales tax on transactions occurring within Tribal and Trust Lands which is subject to sharing under the terms of the Agreement, the Tribe shall collect the taxes due and shall not later than 45 days after the close of each quarter compile the information received during the quarter and send a check to the State together with a schedule showing the calculation of the amount paid to the State pursuant to § **III(B)(3)** of this Agreement. The Tribe shall pay interest at the statutory rate provided under State law for refunds not paid as of the 45th day following the end of the calendar quarter.

10. § **XVII(B)** is amended to read as follows:

B. Specific Notices

All notices and communication between the State and the Tribe with respect to the following matters shall be sent to:

For the Tribe:

Chairman
Little Traverse Bay Bands of Odawa Indians
7500 Odawa Circle
Harbor Springs, MI 49740

with copy to Tribal General Counsel
Little Traverse Bay Bands of Odawa Indians
7500 Odawa Circle
Harbor Springs, MI 49740

For the State:

State Treasurer
Michigan Department of Treasury
Attention: Tribal Liaison
430 West Allegan Street

Lansing, MI 48922

§ **I(C)** – State Law Amendments. Notices provided for under § **I(C)** may be delivered electronically.

§ **I(E)(4)**– Protocol for exchange, retention, and destruction of taxpayer information.

§ **I(F)** – Annual Summit.

§ **I(G)** – Sovereign Immunity, all matters. All notices provided for under § **I(G)** shall be by registered or certified mail with return receipt.

§ **II(K)** – Relating to status of lands as TTL.

§ **VIII** – General Administration; all lists to be sent to State by December 15 of each year.

§ **X** – Administration: Motor Fuel; all matters except refund requests.

§ **XI** –Administration: Tobacco Products; all matters except refund requests.

§ **XII** –Administration: Sales Tax and Use Tax; all matters except refund requests.

§ **XIII** – Enforcement; all matters except notice to Tribal police or public safety, written statements under § **XIII(C)(4)(b)(ii)**, and notice of audit to Tribal Members or Tribal Entities.

§ **XIV** –Dispute Resolution, all matters. All notices provided for under § **XIV** shall be by registered or certified mail with return receipt.

§ **XV** – Termination, all matters. All notices provided for under § **XV** shall be by registered or certified mail with return receipt.

Except as amended by this First Amendment to the Tax Agreement, the terms of the Tax Agreement remain in full force and effect.

STATE OF MICHIGAN

**LITTLE TRAVERSE BAY BANDS
OF ODAWA INDIANS**

By: _____
Robert J. Kleine
Michigan State Treasurer
First Floor Treasury Building
Lansing, MI 48922
Date: _____

By: _____
Frank Ettawageshik, Chairman
7500 Odawa Circle
Harbor Springs, MI 49740
Date: _____

**SECOND AMENDMENT TO THE TAX AGREEMENT BETWEEN THE
LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS
AND THE STATE OF MICHIGAN**

This Second Amendment to the Tax Agreement between the Little Traverse Bay Bands of Odawa Indians and the State of Michigan is executed on the date(s) indicated below and shall be effective as of the first day of the month following the date of execution of this Second Amendment by the State Treasurer or his designee.

Recitals:

On the 20th day of December, 2002, the Little Traverse Bay Bands of Odawa Indians and the State of Michigan entered into a Tax Agreement which was implemented on the 1st day of March, 2003.

§ XVIII of the Tax Agreement provides that the Agreement may be amended upon the mutual, written agreement executed by an authorized representative of each party.

On the 20th day of August, 2007 the Little Traverse Bay Bands of Odawa Indians and the State of Michigan, in accordance with § XVIII, entered into a First Amendment to the Tax Agreement which was effective as of the 1st day of September, 2007.

Now, in accordance with § XVIII of the Tax Agreement, the parties make the following amendments to the Tax Agreement:

1. § I(B) is amended to read as follows:

B. Taxes Subject to This Agreement.

The taxes that are the subject of this Agreement are:

1. Sales Tax pursuant to the General Sales Tax Act as amended, MCL 205.51 et. seq.;
2. Use Tax pursuant to the Use Tax Act as amended, MCL 205.91 et. seq.;
3. Motor Fuel Tax pursuant to the Motor Fuel Tax Act as amended, MCL 207.1001 et. seq. and the Motor Carrier Fuel Tax Act as amended, MCL 207.211 et. seq.;
4. Income Tax pursuant to the Income Tax Act of 1967 as amended, MCL 206.1 et. seq.;
5. Tobacco Products Tax pursuant to the Tobacco Products Tax Act as amended, MCL 205.421 et. seq., as amended;
6. The Single Business Tax pursuant to the Single Business Tax Act as amended, MCL 208.1 et. seq.; and

7. The Michigan Business Tax pursuant to the Michigan Business Tax Act as enacted, MCL 208.1101 et. seq.

2. § II(K) is amended to read as follows:

K. "Tribal and Trust Lands" means:

1. all lands held in trust by the federal government for the benefit of the Tribe which are listed on Appendix A (K-1) and designated as Tribal and Trust Lands at the time this Agreement is executed,
2. all fee lands owned by the Tribe which are listed on Appendix A (K-2) and designated as Tribal and Trust Lands at the time this Agreement is executed,
3. all Tribal lands acquired after execution of this Agreement within an area identified for automatic Tribal and Trust Land status on Appendix A (K-3) so long as they are used for a Governmental Function,
4. all Tribal lands accepted into federal trust after execution of this Agreement which are located within the area identified in Appendix A (K-4), regardless of the use of such Tribal lands, and
5. all other lands acquired after execution of this Agreement by the Tribe that are mutually agreed upon in writing by the parties to this Agreement and identified in Appendix A (K-5).
6. all lands listed on Appendix A (K-2) that have been subsequently taken into trust by the federal government for the benefit of the Tribe, which do not meet the criteria of Appendix A (K-4).

3. VII.1 is added following the end of §VII(E) and shall read as follows:

VII.1 MICHIGAN BUSINESS TAX

A. For purposes of application of the Michigan Business Tax section only, the following definitions shall apply:

1. "Tribe (MBT)" means any Tribe that has entered into a tax agreement with the State that is substantially similar to this Agreement.
2. "Expanded Tribal Agreement Area" means the lands within the combined Agreement Areas of each Tribe (MBT).
3. "Tribal Member (MBT)" means an individual who is an enrolled member of a Tribe (MBT).

4. "Resident Tribal Member (MBT)" means a Tribal Member (MBT) whose principal place of residence is located within his or her Tribe's Agreement Area.
 5. "Tribal Entity (MBT)" means an entity other than a single Tribe (MBT) acting alone or single Resident Tribal Member (MBT) acting alone, that is wholly comprised of any combination of the Tribe (MBT) and Resident Tribal Members (MBT), or is wholly owned by Resident Tribal Members (MBT).
- B. The Michigan Business Tax Act (MBTA) exemptions provided by this Agreement will be applied without regard to the law under which an entity is organized. Publicly traded entities shall be subject to the MBTA without regard to Tribe (MBT) or Tribal Member (MBT) ownership and without regard to the Expanded Tribal Agreement Area.
- C. Entities in which the ownership interests are entirely comprised of one or more Tribes (MBT), Tribal Members (MBT) or Tribal Entities (MBT) that engage in business activity within the State will apportion their tax base by application of the statutory sales factor to determine the portion of the tax base attributable, if any, to the State but outside the Expanded Tribal Agreement Area. The portion of the tax base attributable to the Expanded Tribal Agreement Area will be exempt from the MBTA.
- D. Entities which are not wholly owned by any combination of Tribes (MBT), Tribal Members (MBT) or Tribal Entities (MBT) will apportion their tax base by application of the statutory sales factor to determine the portion of the tax base attributable to the State and to the Expanded Tribal Agreement Area. The portion of the tax base attributable to the Expanded Tribal Agreement Area which is equal to the percentage of ownership interests held in combination of Tribes (MBT), Tribal Members (MBT) or Tribal Entities (MBT) will be exempt. The portion of the tax base attributable to non Tribes (MBT), non Tribal Members (MBT) or non Tribal Entities (MBT) is subject to the MBTA for activity within the State both within and outside of the Expanded Tribal Agreement Area. In calculating the State sales factor of the apportionment formula the numerator shall only exclude sales that are destined to:
1. The Tribe (MBT);
 2. Resident Tribal Members (MBT); and
 3. Sales shipped to destinations outside of the State.
- E. To the extent a tax base or portion of a tax base is attributable to the State under this Agreement and a tax is due, a credit against the tax may be claimed

to the extent the business is conducted in an area designated as a Renaissance Zone under State law. See MCL 125.2681, et seq. The credit shall be determined in accordance with State law using the payroll and property factors. The denominator of the respective factors is calculated in accordance with State law except that payroll and property within the Expanded Tribal Agreement Area must be excluded. The numerators of the respective factors will be the property located within a designated Renaissance Zone excluding property within the Expanded Tribal Agreement Area and the payroll for services performed in a designated Renaissance Zone excluding payroll within the Expanded Tribal Agreement Area. The credit is otherwise allowed in accordance with State law.

3. § IX is amended to read as follows:

**IX. ADMINISTRATION: INCOME TAX, SINGLE BUSINESS TAX,
AND MICHIGAN BUSINESS TAX**

A. Income Tax

All Resident Tribal Members shall file a State tax return if they owe a Michigan Income Tax, are due a refund, or their federal adjusted gross income exceeds their exemption allowance. (See MCL 206.30 (2) and (3)). In addition a Resident Tribal Member shall file a return in all instances where a federal return is required in order to eliminate unnecessary correspondence with the Department. A taxpayer who is entitled to exemption based on this Agreement shall complete a Schedule in accordance with its instructions whereat the subtractions will be taken. These subtractions shall then be carried over to the MI 1040.

B. Withholding

Withholding is to be done in accordance with regulations/instructions applicable to all persons required to withhold.

C. Single Business Tax

A taxpayer claiming entitlement to exemptions provided in this Agreement shall prepare and file the SBT annual return form C-8000. The C-8000 shall have a box on its face indicating that the taxpayer is claiming exemptions under this Agreement. A taxpayer who checks that box will be directed to complete a separate schedule which will guide the taxpayer through the special apportionment calculations to arrive at the non-exempt property, payroll and sales numbers which will then be carried over to the C-8000H for use in completing the return.

D. Michigan Business Tax

A taxpayer claiming entitlement to exemptions provided in this Agreement shall prepare and file the MBT annual return form 4567. A taxpayer claiming MBT exemption under this Agreement shall complete a separate schedule which will guide the taxpayer through the special apportionment calculations to arrive at the non-exempt sales numbers which will then be carried over to form 4567 for use in completing the return.

Except as amended by this Second Amendment to the Tax Agreement, the terms of the Tax Agreement as previously amended by the First Amendment remain in full force and effect.

STATE OF MICHIGAN

**LITTLE TRAVERSE BAY BANDS
OF ODAWA INDIANS**

By: Robert J. Klein
Robert J. Klein
Michigan State Treasurer
First Floor Treasury Building
Lansing, MI 48922
Date: 3-31-08

By: Frank Ettawageshik
Frank Ettawageshik, Chairman
7500 Odawa Circle
Harbor Springs, MI 49740
Date: 3-20-2008

**THIRD AMENDMENT TO THE TAX AGREEMENT BETWEEN THE LITTLE
TRAVERSE BAY BANDS OF ODAWA INDIANS
AND THE STATE OF MICHIGAN**

This Third Amendment to the Tax Agreement between the Little Traverse Bay Bands of Odawa Indians and the State of Michigan is executed on the date(s) indicated below and shall be effective as of January 1, 2012.

Recitals:

On the 20th day of December, 2002, the Little Traverse Bay Bands of Odawa Indians and the State of Michigan entered into a Tax Agreement which was implemented on the 1st day of March, 2003.

§ XVIII of the Tax Agreement provides that the Agreement may be amended upon the mutual, written agreement executed by an authorized representative of each party.

On the 20th day of August, 2007, the Little Traverse Bay Bands of Odawa Indians and the State of Michigan, in accordance with § XVIII, entered into a First Amendment to the Tax Agreement which was effective as of the 1st day of September, 2007.

On the 31st day of March, 2008, the Little Traverse Bay Bands of Odawa Indians and the State of Michigan, in accordance with § XVIII, entered into a Second Amendment to the Tax Agreement which was effective as of the 1st day of April, 2008.

Now, in accordance with § XVIII of the Tax Agreement, the parties make the following amendments to the Tax Agreement:

1. § III(A)(2) is amended to read as follows:
2. Resident Tribal Member
 - a. Tangible personal property, other than motor vehicles, purchased or acquired by a Resident Tribal Member for his or her commercial use is exempt from both sales tax and use tax if the transaction takes place in the Tribal and Trust Lands and the property is used exclusively within the Tribal and Trust Lands.
 - b. Purchases by a Resident Tribal Member of tangible personal property for personal use are exempt from both the sales tax and use tax if the

transaction takes place in the Agreement Area and the property is used exclusively within the Agreement Area.

- c. Resident Tribal Members are exempt from both the sales tax and use tax on the following items regardless of where purchased or used provided they are purchased for non-commercial use, used primarily by the Resident Tribal Member and principally garaged, berthed, or stored within the Agreement Area:
 - i. Passenger vehicles including automobiles, pick-up trucks, recreational vehicles and motorcycles;
 - ii. Recreational watercraft;
 - iii. Snowmobiles; and
 - iv. Off road vehicles.

Where an item is purchased under this subsection and subsequently transferred to a non-Resident Tribal Member relative and the transfer would be exempt under MCL 205.93(3)(a), the Resident Tribal Member shall reimburse the State an amount equal to the current sales or use tax rate times the retail dollar value of the item at the time of the transfer. The reimbursement shall be paid to the Department within 30 days of the date of transfer. Such reimbursement will not be required where the retail dollar value at the time of transfer is below \$2,000 for a passenger vehicle or is below \$1,000 for other enumerated items.

- d. Resident Tribal Members are exempt from both the sales tax and use tax on modular homes and mobile homes used as their principal residence. Where a mobile home purchased under this subsection is subsequently transferred to a non-Resident Tribal Member relative and the transfer would be exempt under MCL 205.93(3)(a), the Resident Tribal Member shall reimburse the State an amount equal to the current sales or use tax rate times the retail dollar value of the mobile home at the time of the transfer. The reimbursement shall be paid to the Department within 30 days of the date of transfer. Such reimbursement shall not be required where the retail dollar value of the mobile home at the time of transfer is below \$2,000.
- e. The exemptions in § III(A)(2)(c), § III(A)(2)(d), and § III(A)(3)(b) shall apply in full to 1) purchases made solely by a Resident Tribal Member where the items are solely titled in the name of the Resident Tribal Member, 2) purchases made jointly by a Resident Tribal Member and his or her Resident Tribal Member spouse where the item is titled exclusively in one or both names, or 3) purchases made exclusively by multiple Resident Tribal Members where the item is titled exclusively in one or more of the Resident Tribal Member purchasers' names. With regards to § III(A)(2)(b) (only for purchase and affixation of materials for

construction, renovation, or improvement of the Resident Tribal Member's principal residence), § III(A)(2)(c), § III(A)(2)(d), and § III(A)(3)(b), the Resident Tribal Member shall qualify for a 50 percent exemption on purchases that are made by the Resident Tribal Member, or their non-Resident Tribal Member spouse, and exclusively titled in both their names. With regards to § iii(a)(2)(c) only, a Resident Tribal Member minor, licensed to drive a motor vehicle in the state of Michigan, shall qualify for a 50 percent exemption on purchases that are at least 50 percent made by the Resident Tribal Member and exclusively titled in the Resident Tribal Member's and the Resident Tribal Member's non-Resident Tribal Member parent's name. This subsection does not otherwise alter any of the other requirements identified in § III(A)(2)(b), § III(A)(2)(c), § III(A)(2)(d), and § III(A)(3)(b).

2. §IV is amended to read as follows:

IV. Income Tax

A. Part 1 (person other than a corporation as defined under part 1 Section 51(8)(A) of Act No. 38 of the public acts of 2011)

1. Non Business Income

Resident Tribal Members are exempt from State income tax on all Non Business income including but not limited to:

- a. All income derived from wages are exempt whether the wages are earned within the Agreement Area or outside of the Agreement Area;
- b. All interest and passive dividends are exempt;
- c. All rents and royalties derived from real property located within the Agreement Area are exempt;
- d. All rents and royalties derived from tangible personal property, to the extent the personal property is utilized within the Agreement Area, are exempt;
- e. Capital gains from the sale or exchange of real property located within the Agreement Area are exempt;
- f. Capital gains from the sale or exchange of tangible personal property which is located within the Agreement Area at the time of sale are exempt;

- g. Capital gains from the sale or exchange of intangible personal property are exempt;
- h. All pension income and benefits including, but not limited to, 401(k), IRA, defined contribution plan, and defined benefit plan payments are exempt;
- i. All per capita payments by the Tribe to Resident Tribal Members are exempt without regard to the source of payment; and
- j. All gaming winnings are exempt.

2. Business Income

Resident Tribal Members are exempt from the State income tax on business income as follows:

Business income shall be apportioned in the manner provided in the State Income Tax Act and, with the exception of transportation services, shall be by application of the sales factors. In arriving at the portion to be taxed, the numerators provided in that sections shall include sales in the State and shall exclude sales which are outside of the State or within the Tribal and Trust Lands. The denominator shall consist of all sales everywhere. Business income includes income derived from a flow through entity. Transportation services shall be based on revenue miles as described under Section 132 of Act No. 38 of the public acts of 2011 except that revenue miles in Michigan shall exclude those within tribal and trust lands.

3. Treaty Fishing

All income derived from Treaty Fishing is exempt from the State income tax to the extent excluded from federal income.

4. Spouses

Spouses who are not Resident Tribal Members are subject to the State income tax.

B. Part 2 (Corporations)

- 1. For purposes of application of the tax enacted under part 2 of Act No. 38 of the public acts of 2011 (Corporate Income Tax or CIT) only, the following definitions shall apply:

- A. "Tribe (CIT)" means any Tribe that has entered into a tax agreement with the State that is substantially similar to this Agreement.

- B. "Expanded Tribal Agreement Area" means the lands within the combined Agreement Areas of each Tribe (CIT).
 - C. "Tribal Member (CIT)" means an individual who is an enrolled member of a Tribe (CIT).
 - D. "Resident Tribal Member (CIT)" means a Tribal Member (CIT) whose principal place of residence is located within his or her Tribe's Agreement Area.
 - E. "Tribal Entity (CIT)" means an entity other than a single Tribe (CIT) acting alone or single Resident Tribal Member (CIT) acting alone, that is wholly comprised of any combination of the Tribe (CIT) and Resident Tribal Members (CIT), or is wholly owned by Resident Tribal Members (CIT).
2. The Corporate Income Tax (CIT) exemptions provided by this Agreement will be applied without regard to the law under which an entity is organized. Publicly traded entities shall be subject to the CIT without regard to Tribe (CIT) or Tribal Member (CIT) ownership and without regard to the Expanded Tribal Agreement Area.
 3. Entities taxable under the CIT in which the ownership interests are entirely comprised of one or more Tribes (CIT), Tribal Members (CIT) or Tribal Entities (CIT) that engage in business activity within the State will apportion their tax base by application of the statutory sales factor to determine the portion of the tax base attributable, if any, to the State but outside the Expanded Tribal Agreement Area. The portion of the tax base attributable to the Expanded Tribal Agreement Area will be exempt from the CIT.
 4. Entities taxable under the CIT which are not wholly owned by any combination of Tribes (CIT), Tribal Members (CIT) or Tribal Entities (CIT) will apportion their tax base by application of the statutory sales factor to determine the portion of the tax base attributable to the State and to the Expanded Tribal Agreement Area. The portion of the tax base attributable to the Expanded Tribal Agreement Area which is equal to the percentage of ownership interests held in combination of Tribes (CIT), Tribal Members (CIT) or Tribal Entities (CIT) will be exempt. The portion of the tax base attributable to non Tribes (CIT), Non Tribal Members (CIT) or Non Tribal Entities (CIT) is subject to the CIT for activity within the State both within and outside of the Expanded Tribal Agreement Area. In calculating the State sales factor of the apportionment formula the numerator shall only exclude sales that are destined to:

A. The Tribe (CIT);

- B. Resident Tribal Members (CIT); and
- C. Sales shipped to destinations outside of the State.

C. Withholding and Reporting

1. Tribal, Tribal Member, and Tribal Entity employers located within the Agreement Area will withhold and remit to the State income tax described under subsection A of this section, from all employees who are not Resident Tribal Members.

2. Where the tribe, tribal members, and tribal entities disburse pension or annuity payments for those who are not resident tribal members they will withhold on the taxable part of the payments as described under Section 703(1) of Act No. 38 of the public acts of 2011.

3. Flow through entities wholly or partially owned by the tribe, tribal members, or tribal entities, will withhold a tax on the distributive share of taxable income of each nonresident member of the flow through entity who is an individual as described under Section 703(3) of Act No. 38 of the Public Acts of 2011.

4. Flow through entities wholly or partially owned by the tribe, tribal members, or tribal entities, with more than \$200,000 of allocated or apportioned business income will withhold on the distributive share of the business income of each member as described under Section 703(4) and (5) of Act No. 38 of the Public Acts of 2011.

5. Eligible production companies wholly or partially owned by the tribe, tribal members, or tribal entities shall withhold as described under Section 703(9) of Act No. 38 of the Public Acts of 2011.

6. The Tribe will report to the State gaming winnings in the same manner as reported to the federal government.

7. The Tribe's casino operators and/or entertainment facility operators will report gross receipts and contact information regarding each professional performer in a manner consistent with reporting practices required by the State for non-Tribal casino operators and/or entertainment facilities.

3. § IX is amended to read as follows:

**IX. ADMINISTRATION: INCOME TAX, SINGLE BUSINESS TAX,
AND MICHIGAN BUSINESS TAX**

A. Income Tax

1. Part 1 – Individual (§IV(A))

All Resident Tribal Members shall file a State individual income tax return if they owe a Michigan individual income tax, are due a refund, or their federal adjusted gross income exceeds their exemption allowance. (See MCL 206.30 (2) and (3)). In addition a Resident Tribal Member shall file a return in all instances where a federal return is required in order to eliminate unnecessary correspondence with the Department. A taxpayer who is entitled to exemption based on this Agreement shall complete a Schedule in accordance with its instructions whereat the subtractions will be taken. These subtractions shall then be carried over to the MI 1040.

2. Part 2 – Corporate (§IV(B))

A taxpayer claiming entitlement to exemptions provided in this agreement shall prepare and file the Michigan Corporate Income Tax (CIT) annual return form 4891. A taxpayer claiming CIT exemption under this Agreement shall complete a separate schedule which will guide the taxpayer through the special apportionment calculations to arrive at the non-exempt sales numbers which will then be carried over to Form 4891 for use in completing the return.

B. Withholding

Withholding is to be done in accordance with regulations/instructions applicable to all persons required to withhold.

C. Single Business Tax

A taxpayer claiming entitlement to exemptions provided in this Agreement shall prepare and file the SBT annual return form C-8000. The C-8000 shall have a box on its face indicating that the taxpayer is claiming exemptions under this Agreement. A taxpayer who checks that box will be directed to complete a separate schedule which will guide the taxpayer through the special apportionment calculations to arrive at the non-exempt property, payroll and sales numbers which will then be carried over to the C-8000H for use in completing the return.

D. Michigan Business Tax

A taxpayer claiming entitlement to exemptions provided in this Agreement shall prepare and file the MBT annual return form 4567. A taxpayer claiming MBT exemption under this Agreement shall complete a separate schedule which will guide the taxpayer through the special apportionment calculations to arrive at the non-exempt sales numbers which will then be carried over to form 4567 for use in completing the return.

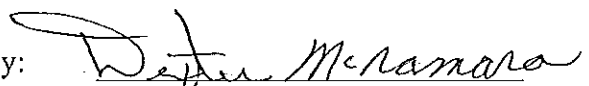
Except as amended by this Third Amendment to the Tax Agreement, the terms of the Tax Agreement as previously amended by the First and Second Amendments remain in full force and effect.

STATE OF MICHIGAN

By: 
Andy Dillon
Michigan State Treasurer
First Floor Treasury Building
Lansing, MI 48922

Date: 7/14/13

LITTLE TRAVERSE BAY BANDS OF
ODAWA INDIANS

By: 
Dexter McNamara
Tribal Chairman
7500 Odawa Circle
Harbor Springs, MI 49740

Date: 12-11-12

**FOURTH AMENDMENT TO THE TAX AGREEMENT BETWEEN THE
LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS AND THE STATE OF
MICHIGAN**

This Fourth Amendment to the Tax Agreement between the Little Traverse Bay Bands of Odawa Indians and the State of Michigan is executed on the date(s) indicated below and shall be effective as of January 1, 2015.

Recitals:

On the 20th day of December, 2002, the Little Traverse Bay Bands of Odawa Indians and the State of Michigan entered into a Tax Agreement which was implemented on the 1st day of March, 2003.

§ XVIII of the Tax Agreement provides that the Agreement may be amended upon the mutual, written agreement executed by an authorized representative of each party.

On the 20th day of August, 2007, the Little Traverse Bay Bands of Odawa Indians and the State of Michigan, in accordance with § XVIII, entered into a First Amendment to the Tax Agreement which was effective as of the 1st day of September, 2007.

On the 31st day of March, 2008, the Little Traverse Bay Bands of Odawa Indians and the State of Michigan, in accordance with § XVIII, entered into a Second Amendment to the Tax Agreement which was effective as of the 1st day of April, 2008.

On the 14th day of January, 2013, the Little Traverse Bay Bands of Odawa Indians and the State of Michigan, in accordance with § XVIII, entered into a Third Amendment to the Tax Agreement which was effective as of the 1st day of January, 2012.

Now, in accordance with § XVIII of the Tax Agreement, the parties make the following amendments to the Tax Agreement:

§ XII(C)(3) is amended to read as follows:

3. Refund Table – Resident Tribal Members

A Resident Tribal Member shall be entitled to an annual refund representing sales tax and use tax paid on tangible personal property acquired under § III(A)(2)(b) (except for the purchase and affixation by the Resident Tribal Member of materials for construction, renovation, or improvement of his or her principal residence within the Agreement Area). This refund shall apply under both the *Tribal Certificate of Exemption* method described in § XII(C)(1), above and Refund Method described in § XII(C)(2) above. This refund shall be determined by use of the following table:

Resident Tribal Member's federal Adjusted Gross Income modified to include Social Security benefits, Social Security disability benefits, Railroad Retirement benefits, unemployment benefits, fishing income under section 7873 of the Internal Revenue Code, **Public Assistance payments made directly to a Resident Tribal Member pursuant to a Tribal supplemental assistance program qualifying for exemption under the Tribal General Welfare Exclusion Act of 2014,** and disability income to the extent they are specifically exempt from or excluded from the computation of federal Adjusted Gross Income (but not to exceed \$80,000) x 15% x 6%

The Table shall be reviewed upon the written request of either party with notice to all other tribes that have agreements that are substantially similar to this Agreement but not more frequently than once every three years. It is the intent of the parties that any revision to the Table shall be uniformly applied to all tribes that have agreements that are substantially similar to this Agreement.

For purposes of this sub-section (C)(3) only, "Public Assistance" means government aid to low income individuals

§III (A)(2)(c) is amended to read as follows:

c. Resident Tribal Members are exempt from both the sales tax and use tax on the following items regardless of where purchased or used provided they are purchased for non-commercial use, used primarily by the Resident Tribal Member and principally garaged, berthed, or stored within the Agreement Area:

- i. Passenger vehicles including automobiles, pick-up trucks, recreational vehicles and motorcycles;
- ii. Recreational watercraft;
- iii. Snowmobiles; and
- iv. Off road vehicles.

Where an item is purchased under this subsection and subsequently transferred to a non-Resident Tribal Member relative and the transfer would be exempt under MCL 205.93(3)(a) **or MCL 205.94bb**, the Resident Tribal Member shall reimburse the State an amount equal to the current sales or use tax rate times the retail dollar value of the item at the time of the transfer. The reimbursement shall be paid to the Department within 30 days of the date of transfer. Such reimbursement will not be required where the retail dollar value at the time of transfer is below \$2,000 for a passenger vehicle or is below \$1,000 for other enumerated items.

Except as amended by this Fourth Amendment to the Tax Agreement, the terms of the Tax Agreement as previously amended by the First, Second, and Third Amendments remain in full force and effect.


STATE OF MICHIGAN

By: 

Nick A. Khouri
Michigan State Treasurer
First Floor Treasury Building
Lansing, MI 48922

Date: 12-17-15

**LITTLE TRAVERSE BAY BANDS OF
ODAWA INDIANS**

By: 

Regina Gasco-Bentley
Interim Chairperson
7500 Odawa Circle
Harbor Springs, MI 49740

Date: August 31 2015

Appendix A
to
Agreement between the State of Michigan
and the Little Traverse Bay Bands of Odawa Indians

I. Agreement Area per § II(A)

- Emmet County:
Those portions of the following survey townships on the mainland of the Lower Peninsula: T34N, R5W; T34N, R6W; T35N, R5W; T35N, R6W; T36N, R7W; T36N, R6W; T37N, R7W; T37N, R6W; and T38N, R6W; and
- Charlevoix County:
Those portions of the following survey townships on the mainland of the Lower Peninsula: T34N, R7W; and T34N, R6W; and that portion of T34N, R8W north of Round Lake, Lake Charlevoix, and the Pine River.

II. Tribal and Trust Lands per § II(K)

K-1. Per § II(K)(1) list of lands currently held in federal trust for the benefit of the Tribe that have TTL and AA status regardless of how the lands are used:

- Emmet County:
 - A. Situated in the Township of Bear Creek, County of Emmet, State of Michigan, containing 5 acres more or less, described as follows: Commencing at the South 1/4 corner of Section 7, Township 34 North, Range 5 West; thence North 01 degrees, 02'30" East 133.03 feet to a T-iron stake which is the Point of Beginning; thence West 425.07 feet to a T-iron stake; thence North 05 degrees 08'30" East 120.16 feet to a T-iron stake; thence North 03 degrees 06'30" East 408.43 feet to a T-iron stake; thence South 89 degrees 54'30" East 401.67 feet to a T-iron stake; thence South 01 degrees 02'30" West 526.91 feet to the Point of Beginning; being a part of the Southwest 1/4 of the Southwest 1/4 of said Section 7.
 - B. Situated in the Township of Center, County of Emmet, and State of Michigan, containing 80 acres, more or less: The South 1/2 of the Northeast 1/4 of Section 2, Township 37 North, Range 5 West.
 - C. Situated in the Township of West Traverse, County of Emmet, State of Michigan, containing 80 acres more or less: The East 1/2 of the Northwest 1/4 of Section 36, Township 36 North, Range 6 West.
 - D. Situated in the Township of Little Traverse, County of Emmet, State of Michigan, Michigan Meridian containing 97 acres, more or less: The East 1,650 feet of the Southeast 1/4 of Section 9, Township 35 North, Range 5 West EXCEPTING

THEREFROM the east 50 feet of the Southeast 1/4 of Section 9, Township 35 North, Range 5 West.

- E. Situated in the Township of Readmond, County of Emmet, State of Michigan, Michigan Meridian containing 40 acres, more or less: Commencing at the Northeast corner of the West ½ of the Northwest 1/4 of said Section 27; Township 37 North, Range 6 West; thence West, along the North line of said Section, 710 feet to the Point of Beginning; thence South, parallel to the West line of said Section, 920 feet; thence East, parallel to the North line of said Section, 77 feet; thence South, parallel to the West line of said Section, 1,720 feet, more or less, to the East and West 1/4 line of said Section; thence West, along the East and West line, to the West line of said Section; thence North, along the West line of said Section, to the Northwest corner of said Section; thence East, along the North line of said Section, to the Point of Beginning; being part of the West ½ of the Northwest 1/4 of said Section 27
- F. Situated in the Township of Readmond, County of Emmet, State of Michigan, Michigan Meridian, containing 40 acres, more or less: The West ½ of the NW 1/4 of Section 27, Township 37 North, Range 6 West, EXCEPT Commencing at the Northeast corner of the West ½ of the Northwest 1/4 of said Section 27; thence West, along the North line of said Section, 710 feet to the Point of Beginning; thence South, parallel to the West line of said Section, 920 feet; thence East, parallel to the North line of said Section, 77 feet; thence South, parallel to the West line of said Section, 1,720 feet, more or less, to the East and West 1/4 line of said Section; thence West, along the East and West line, to the West line of said Section; thence North, along the West line of said Section, to the Northwest corner of said Section; thence East, along the North line of said Section, to the Point of Beginning; being part of the West ½ of the Northwest 1/4 of said Section 27.
- G. Situated in the Township of Bliss, County of Emmet, State of Michigan, Michigan Meridian, containing 1.23 acres, more or less: Commencing at a concrete monument at the West 1/4 corner of Section 27, Township 39 North, Range 5 West; thence North 02E03' 37" East along the West line of said Section 27, 1320.02 feet to a concrete monument at the Southeast corner of Government Lot 1, Section 28, Township 39 North, Range 5 West; thence North 02E09' 09" East along the West line of said Section 27, 874.98 feet to a concrete monument at the Southwest corner of Lot 1 of the plat of "Big Stone Bay" as recorded in the office of the Register of Deeds for Emmet County, Michigan, being the Point of Beginning of this description; thence North 02E03' 47" East (recorded as North 01E12'00" West) along the West line of said Section 27 and along the west line of said Lot 1, 264.50 feet to a T-iron stake; thence North 36E16'14" East 146.31 feet to a T-iron stake on the shore of Lake Michigan; thence South 53E16' 32" East (recorded as South 56E24' 00" East) along said shore 111.52 feet to a 3/4 inch iron pipe on the East line of said Lot 1; thence South 03E25' 21" West (recorded as South) along the East line of said lot 1, 319.89 feet (recorded as 320.22 feet) to a 3/4 inch iron pipe at the

Southeast corner of said Lot 1; thence North 88E43'13" West (recorded as South 88E01' 00" West) along the South line of said Lot 1, 166.41 feet (recorded as 166.68 feet) to the Point of Beginning; being a part of Government Lot 3, Section 27, Township 39 North, Range 5 West and also a part of Lot 1 of the plat of "Big Stone Bay," Emmet County Records.

- Charlevoix County:

- A. Township of Hayes, County of Charlevoix, State of Michigan, Michigan Meridian containing 80 acres, more or less: The East ½ of the Southeast Quarter of Section 11, Town 34 North, Range 7 West.
- B. Township of St. James, County of Charlevoix, State of Michigan, Michigan Meridian containing .07 acres, more or less: Commencing at a 1 ½" pipe on the North Shore of Beaver Harbor (Lake Michigan) on the line common to Sections 22 and 23, Township 39 North, Range 10 West, said point being South 4E 01'37" West 762.02 feet from a 3/4 inch pipe in concrete on said section line; thence South 71E53'31" East 1686.28 feet to a 1 1/8 inch rod in the center line of Main Street on the North line of the former Daniel J. Martin property (said rod being the Southeast corner of the Marie Reigle property as described in Liber 246, Page 577, Charlevoix county records), being the point of beginning of this description: thence North 84E01'31" West along the North line of said Martin property (South line of said Reigle property) 33.18 feet to a T-iron stake on the West line of said street; thence continuing North 84E01'31" West along the last described course 29.89 feet to a T-iron stake on the shore of said harbor; thence North 28E33'15" West along said shore 48.56 feet to a T-iron stake; thence South 84E01'31" East 53.23 feet to a T-iron stake on the West line of said street; thence continuing South 84E01'31" East 33.18 feet to the East line of said Reigle property (center line of said street); thence South 0E00' West along the East line of said Reigle property 40.22 feet to the point of beginning; being a part of Government Lot 5, Section 23, Town 39 North, Range 10 West. The above described property includes all land to the water's edge of Beaver Harbor (Lake Michigan) Westerly of the course described as being along said shore.
- C. Situated in the Township of Hayes, County of Charlevoix, State of Michigan, Michigan Meridian containing 0.87, more or less: Part of Government Lot 3, Section 2, Township 34 North, Range 7 West, more fully described as: Commencing at the Southwest corner of said Section 2; thence North 01E17'40" West 1577.87 feet along the West 1/8 line of said Section 2 to the Northerly right-of-way line of Highway U.S. 31, for the Point of Beginning; thence North 01E17'40" West 198.90 feet; thence South 59E02'54" East 139.08 feet along a traverse line near the shore of Lake Michigan; thence South 63E56'00" East 341.11 feet along said traverse line to the Northerly right-of-way line of Highway U.S. 31; thence Northwesterly 422.00 feet along the arc of a 01E30' curve to the left along the Northerly right-of-way line of Highway U.S. 31, the long chord of which bears North 86E55'57" West 421.79 feet to the Point of Beginning.

TOGETHER WITH a Drainfield and Septic Easement described running over and across the parcels described in Exhibits A-D of the Grant of Exclusive Permanent Septic Tank/Drainfield Easement recorded April 1, 1991 in Liber 330, Page 7, Charlevoix County Records, EXCEPTING that portion of said easement which runs over and across the railroad right-of-way.

K-2. Per § II(K)(2) list of fee lands currently owned by the Tribe that have TTL and AA status regardless of how the lands are used:

• Emmet County:

- A. Situated in Resort Township, Emmet County, Michigan: The Southeast 1/4 of the Southeast 1/4 of Section 12, Township 34 North, Range 6 West. [moved to K-6 A (Emmet County) effective 8/24/2009]
- B. Situated in the Township of Resort, County of Emmet, State of Michigan: The Northeast 1/4 of the Southeast 1/4 and the South one-half of the Northwest 1/4 of the Southeast 1/4, all in Section 12, Township 34 North, Range 6 West, EXCEPT: Commencing at the East 1/4 corner of Section 12, Township 34 North, Range 6 West, Resort Township, Emmet County, Michigan, thence South along the East line of said Section 12, for a distance of 427.29 feet; thence West 33.00 feet to a concrete monument on the West edge of Greenwood Cemetery Road, which is the point of beginning; thence West 217.00 feet to a concrete monument; thence South 160.00 feet to a concrete monument; thence East 217.00 feet to a concrete monument on the West edge of Greenwood Cemetery Road; thence North 160.00 feet to the point of beginning. [moved to K-6 B effective 8/24/2009]
- C. 911 Spring Street, Petoskey, MI 49770
- Situated in the City of Petoskey, Emmet County, Michigan: Commencing at the SW Cor. Of Sec. 6 T34N, R5W; thence N89E09'50"E 1144.20 feet to the West 1/8 Cor. of the South line of said Sec. 6; thence N00E11'50"E 1341.46 feet along the West 1/8 line of said Sec. 6; thence N11E50'40"E 45.76 feet to the P.O.B. ; thence N00E11'50"E 138.00 feet along the Easterly R.O.W. line of US 131; thence N88E50'40"E 313.46 feet; thence S00E10'50"W 138.00 feet to the Northerly R.O.W. line of Morgan St.; thence S88E50'40"W 313.50 feet along said R.O.W. line to the P.O.B.; being a part of the NE 1/4 of the SW 1/4 of said Sec. 6. [moved to K-6 C effective 8/24/2009]
- D. Situated in Bear Creek Township, Emmet County, Michigan, street address 1345 U.S. 31 N, Petoskey, Michigan 49770: Sec 34 T35NR5W Com 64 ft S & 181, 5 ft W of NE cor of SW 1/4 of NE 1/4, th W 148.5 ft, S 151.7 ft, w'ly 50 ft, N 370.81 ft, E 150.05 ft, to a pt 9 rd N of POB, S 9 rd m/1 to POB. [moved to K-4 A effective 8/24/2009]

E. In the City of Petoskey, Emmet County, Michigan, street address 915 Emmet Street, Petoskey, Michigan 49770: Lot 3, Block 2, Loveless & Blaney's addition to the Village of Petoskey City being part of the SE 1/4 of Section 6 T34N-R5W.

F. Holiday Inn, 1444 S. US Hwy 131, Petoskey, MI, 49770

In the Township of Bear Creek, Emmet County Michigan,
Commencing at a iron stake at the Southwest corner of Section 7, Township 34 North, Range 5 West; thence along the South line of said section, North 89E40'00" East 1198.84 feet to an Emmet County marker on the West eighth line of said section, as monumented; thence along said West eighth line, North 00E45'53" East 1317.96 feet to the South eighth line of said section as established by T. Wilcoxon, P.E., in April of 1943; thence continuing along said West eighth line, North 00E45'00" East 1015.68 feet (recorded as North 1016 feet) to the South line of the Herbert Reycraft Property, as surveyed by T. Wilcoxon, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; thence continuing along said West eighth line, North 00E45'00" East (recorded as North) 314.35 feet to a 1/2" re-rod on the East and West quarter line of said section, as monumented; thence continuing along said West eighth line, North 00E33'18" East (recorded as North) 270.82 feet to the North line of said Reycraft Property; thence along the North line of said Reycraft Property, South 89E35'36" East (recorded as East) 33.00 feet to a 1/2" re-rod on the East line of Anderson Road; thence continuing along the last described course, North 89E35'36" East 415.21 feet (recorded as East 413 feet) to a 1/2" re-rod on the West line of Highway U.S. 131; thence Southeasterly along a curve to the right 607.83 feet (radius of said curve is 6825.55 feet and the chord bears South 15E11'53" East 607.62 feet) (recorded arc of 607.5 feet) to a 1/2" re-rod on the South line of said Reycraft property; thence along said South line, North 89E35'12" West 581.25 feet (recorded as West 583 feet) to a 1/2" re-rod on the West line of said Anderson Road; thence continuing along the last described course, North 89E35'12" West (recorded as West) 33.00 feet to the point of beginning, being a part of the Northeast quarter of the Southwest quarter and part of the Southeast quarter of the Northwest quarter, all in Section 7, Township 34 North, Range 5 West and containing 7.196 acres. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway purposes. [moved to K-6 D effective 8/24/2009]

• Delta County:

A. 47.8 acres, more or less, on St. Martins Island, Delta County, Michigan:

Located on the West side of the northerly part of Lake Michigan, occupying the northeasterly corner Martins Island on the southerly side of St. Martins passage, Lake Michigan to Green Bay. All of Lot 1, Section 15 (13 1/3 acres) and Lot 2, Frac, Sec. 22 (34 1/2 acres) 27 miles south and east of Escanaba, MI in Lake Michigan.

Legally described as situated in the Township of Fairbanks, County of Delta, State of Michigan:

Government Lot 1 of Section 15, Township 36 North, Range 20 West.

AND

Government Lot 2 of Section 22, Township 36 North, Range 20 West.

[moved to K-6 A (Delta County) effective 1/26/2014]

K-3. Governmental Specified Area per § II(K)(3) [area where all Tribal lands acquired after execution of this Agreement have TTL and AA status so long as the lands are used for a Governmental Function]:

- Emmet County
- Charlevoix County

List of Tribal lands acquired after execution of this Agreement that are within the Governmental specified area described above.

A. 6521 Mill Street, Pellston, MI (in trust)

Land situated in the Village of Pellston, County of Emmet, State of Michigan:
Lots 10 and 11, Block 9, Original Plat of the Village of Pellston according to the plat thereof as recorded in liber 1, of Plats, page 31, Emmet County Records.
Tax ID # 44-10-34-351-114

B. v/1 Nicolet Drive, Mackinaw City, MI (in trust)

Situated in the Village of Mackinaw City, Emmet County, Michigan: Commencing at the Southeast 1/4 of Section 13, Township 39 North, Range 4 West; thence North 00E16'20" West along the East line of said Section, 828.72 feet; thence South 89E43'40" West 105.03 feet to the Westerly right-of-way line of Highway M-108 and the Point of Beginning of this description; thence North 00E06'30" West along said right-of-way line, 399.83 feet; thence South 89E38' West 484.77 feet to the Easterly right-of-way line of Highway I-75; thence South 06E14'30" West along said right-of-way line, 401.60 feet; thence North 89E43'40" East 528.47 feet to the Point of Beginning; being a part of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 39 North, Range 4 West; EXCEPTING THEREFROM any existing Consumers Power Company easements. Tax ID # 24-42-03-13-400-006

C. 1080 Hagar Drive, Petoskey, MI (in trust)

Land situated in the Township of Bear Creek, County of Emmet, State of MI, Michigan Meridian, containing approximately 35 acres:

PARCEL 1: Part of the South ½ of the Southeast 1/4 of Section 7, Township 34 North, Range 5 West, Bear Creek Township, Emmet County, Michigan, described as: Commencing at the South 1/4 corner of Section 7, Township 34 North, Range 5 West, Emmet County, Michigan, thence along the South line of said Section 7 and the centerline of Lears Road, North 88°48'25" East 542.21 feet; thence North 01°07'09" East 542.21 feet; thence North 01°07'09" West 49.10 feet; thence 33.96 feet along the arc of a circular curve to the right, radius 564.00 feet, Delta 03°26'59", chord North 00°37'18" East 33.95 feet to the place of beginning; thence South 88°48'25" West 491.41 feet; thence North 00°08'05" East 651.39 feet; thence North 89°38'08" East 451.62 feet; thence South 35°26'39" East 180.50 feet; thence South 45°45'12" East 136.88 feet, thence 98.81 feet along the arc of a circular curve to the left, radius 273.97 feet, Delta 20°39'50", chord South 36°49'24" West 98.27 feet; thence South 26°29'28" West 105.20 feet, thence 237.83 feet along the arc of a circular curve to the left, radius 564.00 feet, Delta 24°09'37", chord South 14°24'31" West 236.07 feet to the Place of beginning.

PARCEL 2 (BUFFER AREA ADJACENT TO INDEPENDENCE VILLAGE): Commencing at the South 1/4 corner of Section 7, Township 34 North, Range 5 West; thence along the South line of said Section 7 and the centerline of Lears Road, North 88°48'25" East 1761.59 feet; thence North 00°01'30" West 343.33 feet to the Place of Beginning; thence continuing North 00°01'30" West 793.05 feet; thence North 88°53'00" East 842.69 feet; thence along the East line of said Section 7 and the centerline of Howard Road, North 00°01'17" West 51.01 feet; thence along the Southerly line of Hager Drive in the following 8 courses: South 9°58'43" West 106.47 feet, 95.93 feet along the arc of a circular curve to the right, radius 454.36 feet, delta 12°05'47", chord North 83°58'43" West 95.75 feet, 126.73 feet along the arc of a circular curve to the left, radius 320.14 feet, delta 22°40'52", chord North 89°15'46" West, 125.91 feet, 200.33 feet along the arc of a circular curve to the right, radius 687.72 feet, delta 18°21'22", chord South 88°34'19" West, 219.39 feet, 77.39 feet along the arc of a circular curve to the left, radius 366.96 feet, delta 12°05'01", chord North 88°17'41" West, 77.25 feet, South 85°40'02" West, 169.01 feet; 125.08 feet along the arc of a circular curve to the left, radius 166.99 feet, delta 42°54'59" chord South 64°12'35" West 122.17 feet and South 42°45'07" West 15.44 feet; thence North 88°53'00" East, 20.77 feet; thence South 00°01'30" East 792.10 feet; thence North 89°58'31" East 49.87 feet to the Point of Beginning.

PARCEL 3 (BUFFER AREA ADJACENT TO HEALTH PARK): Beginning at the South ¼ corner of Section 7, Township 34 North, Range 5 West; thence along the South line of said Section 7 and the centerline of Lears Road, North 88°48'25" East 542.21 feet; thence along the Westerly line of Hager Drive in the following 2 courses: North 01°07'09" West 49.10 feet and 33.96 feet along the arc of a circular curve to the left, radius 564.00 feet, delta 03°26'59", chord North 00°37'18" East

33.95 feet; thence South 88°48'25" West 491.41 feet; thence North 00°08'05" East 651.39 feet; thence South 89°38'08" West 50.00 feet; thence along the North and South 1/4 line of said Section 7, South 00°08'05" West 735.17 feet to the Place of Beginning; being a part of the South 1/2 of the Southeast 1/4 of said Section 7 (Also known as Parcel B)

PARCEL 4 (REMAINDER PARCEL NORTH OF HAGER DRIVE): Commencing at the South 1/4 corner of Section 7, Township 34 North, Range 5 West; thence along the North and South 1/4 line of said Section 7, North 00°08'05" East 735.17 feet to the Place of Beginning; thence North 89°38'08" East 50.00 feet; thence along the boundary of the former HEALTH PARK MEDICAL OFFICE CONDOMINIUM, according to the Master Deed recorded in Liber 630, Pages 586 through 624, inclusive, Emmet County Records and designated as Emmet County Condominium Subdivision Plan No. 176, (said condominium having been terminated by the instrument recorded in Liber 1098, Page 610, Emmet County Records) in the following 5 courses: North 89°38'08" East 146.80 feet, North 00°08'05" East 50.00 feet, North 89°38'08" East 269.27 feet, South 35°26'39" East 241.59 feet and South 45°45'12" East 136.88 feet; thence along the Northerly line of Hager Drive in the following 15 courses: 96.94 feet along the arc of a circular curve to the right, radius 273.97 feet, delta 20°16'23", chord North 57°17'32" East 96.43 feet, North 67°25'42" East 87.35 feet, 152.97 feet along the arc of a circular curve to the left, radius 208.00 feet, delta 42°08'18", chord North 46°21'35" East 149.55 feet, North 25°17'23" East 314.10 feet, 313.12 feet along the arc of a circular curve to the right, radius 274.00 feet, delta 65°28'31", chord North 58°01'39" East 296.35 feet, South 89°14'07" East 95.40 feet, 174.28 feet along the arc of a circular curve to the left, radius of 207.98 feet, delta 48°00'45", chord North 66°45'28" East 169.23 feet; North 42°45'07" East 58.24 feet along the arc of a circular curve to the right, radius 232.99 feet, delta 42°54'59", chord North 64°12'35" East 174.62 feet, North 85°40'02" East 169.01 feet, 91.31 feet along the arc of a circular curve to the right, radius 432.96 feet, delta 12°05'01", chord South 88°17'41" East 91.14 feet, 199.18 feet along the arc of a circular curve to the left, radius 621.72 feet, delta 18°21'22", chord North 88°34'19" East 198.33 feet, 152.86 feet along the arc of a circular curve to the right, radius 386.14 feet, delta 22°40'52", chord South 89°15'46" East 151.86 feet, 81.99 feet along the arc of a circular curve to the left, radius 388.36 feet, delta 12°05'47", chord South 3°58'43" East 81.84 feet, and North 89°58'43" East 106.47 feet; thence along the East line of said Section 7 and the centerline of Howard Road, North 00°01'17" West 58.09 feet; thence along the North line of the South 1/2 of the Southeast 1/4 of said Section 7, as monumented, South 88°53'16" West 2600.56 feet; thence along the North and South 1/4 line of said Section 7, South 00°08'05" West 584.95 feet to the Place of Beginning; being part of the South 1/2 of the Southeast 1/4 of said Section 7.

PARCEL 5: Commencing at the South 1/4 corner of Section 7, Township 34 North, Range 5 West; thence along the South line of said Section 7 and the centerline of Lears Road, North 88°48'25" East 542.21 feet to the Place of

Beginning; thence North $01^{\circ}07'09''$ West 49.10 feet; thence 271.78 feet along the arc of a circular curve to the right, radius 564.00 feet, delta $27^{\circ}36'36''$, chord North $12^{\circ}41'10''$ East, 269.17 feet; thence North $26^{\circ}29'28''$ East, 105.20 feet; thence 195.75 feet along the arc of a circular curve to the right, radius 272.97 feet, delta $40^{\circ}56'13''$, chord North $46^{\circ}57'37''$ East 191.61 feet; thence North $67^{\circ}25'42''$ East 7.35 feet; thence 152.97 feet along the arc of a circular curve to the left, radius 208.00 feet, delta $42^{\circ}08'18''$, chord North $46^{\circ}21'35''$ East, 149.55 feet; thence North $25^{\circ}17'23''$ East 314.10 feet; thence 313.12 feet along the arc of a circular curve to the right, radius 274.00 feet, delta $65^{\circ}28'31''$, chord North $58^{\circ}01'39''$ East 296.35 feet; thence South $89^{\circ}14'07''$ East 95.40 feet; thence 174.28 feet along the arc of a circular curve to the left, radius 207.98 feet, delta $48^{\circ}00'45''$, chord North $6^{\circ}45'28''$ East 169.23 feet; thence North $42^{\circ}45'07''$ East 58.24 feet; thence 174.52 feet along the arc of a circular curve to the right, radius 232.99 feet, delta $42^{\circ}54'59''$, chord North $64^{\circ}12'35''$ East, 170.46 feet; thence North $85^{\circ}40'02''$ East, 169.01 feet; thence 91.31 feet along the arc of a circular curve to the right, radius 432.96 feet, delta $12^{\circ}05'01''$, chord South $88^{\circ}17'41''$ East, 91.14 feet; thence 199.18 feet along the arc of a circular curve to the left, radius 621.72 feet, delta $18^{\circ}21'22''$, chord North $88^{\circ}34'19''$ East 198.33 feet; thence 152.86 feet along the arc of a circular curve to the right, radius 386.14 feet, delta $22^{\circ}40'52''$, chord South $89^{\circ}15'46''$ East, 151.86 feet; thence 81.99 feet along the arc of a circular curve to the left, radius 388.36 feet, delta $12^{\circ}05'47''$, chord South $83^{\circ}58'43''$ East 81.84 feet; thence North $89^{\circ}58'43''$ East, 106.47 feet; thence along the East line of said Section 7 and the centerline of Howard Road, South $00^{\circ}01'17''$ East, 66.00 feet; thence South $9^{\circ}58'43''$ West 106.47 feet; thence 95.93 feet along the arc of a circular curve to the right, radius 454.36 feet, delta $12^{\circ}05'47''$, chord North $83^{\circ}58'43''$ West, 95.75 feet; thence 126.73 feet along the arc of a circular curve to the left, radius 320.14 feet, delta $22^{\circ}40'52''$, chord North $89^{\circ}15'46''$ West, 125.91 feet; thence 220.33 feet along the arc of a circular curve to the right, radius 687.72 feet, delta $18^{\circ}21'22''$, chord South $88^{\circ}34'19''$ West, 219.39 feet; thence 77.39 feet along the arc of a circular curve to the left, radius 366.96 feet, delta $12^{\circ}05'01''$, chord North $88^{\circ}17'41''$ West 77.25 feet; thence South $85^{\circ}40'02''$ West 169.01 feet; thence 125.08 feet along the arc of a circular curve to the left, radius 166.99 feet, delta $42^{\circ}54'59''$, chord South $64^{\circ}12'35''$ West 122.17 feet; thence South $42^{\circ}45'07''$ West, 58.24 feet; thence 229.59 feet along the arc of a circular curve to the right, radius 273.98 feet, delta $48^{\circ}00'45''$, chord South $66^{\circ}45'28''$ West, 222.93 feet; thence North $89^{\circ}14'07''$ West 95.40 feet; thence 237.69 feet along the arc of a circular curve to the left, radius 208.00 feet, delta $65^{\circ}28'31''$, chord South $58^{\circ}01'39''$ West, 224.97 feet; thence South $25^{\circ}17'23''$ West 314.10 feet; thence 201.51 feet along the arc of a circular curve to the right, radius 274.00 feet, delta $42^{\circ}08'18''$, chord South $46^{\circ}21'35''$ West, 197.01 feet; thence South $67^{\circ}25'42''$ West, 87.35 feet; thence 148.59 feet along the arc of a circular curve to the left, radius 207.97 feet, delta $40^{\circ}56'13''$, chord South $46^{\circ}57'37''$ West, 145.45 feet; thence South $26^{\circ}29'28''$ West, 105.20 feet; thence 239.98 feet along the arc of a circular curve to the left, radius 498.00 feet, delta $7^{\circ}36'36''$, chord South $12^{\circ}41'10''$ West 237.67 feet; thence South $01^{\circ}07'09''$ East, 49.02 feet; thence along the South line of said Section 7 and the centerline of Lears Road, South $88^{\circ}48'25''$ West, 66.00 feet to the Place of

Beginning; being a part of the South ½ of the Southeast ¼ of said Section 7. Tax ID # 24-01-19-07-451-101, 102, 103

D. 6108 Washington Street, Pellston, MI

Bogardus 2nd add to Pellston, Blk 36, Lot 6, Section 34, T37N, R4W. Split on 7/06/1999 from 44-10-34-301-084 Tax ID # 24-44-10-34-301-112

E. Cross Village, Emmet County, MI (in trust)

Situated in the Township of Cross Village, County of Emmet, State of Michigan, Michigan Meridian, containing approximately 9 acres:

Part of Lots 32, 33, 34, 35, 36 and 37, J.C. Glenn's Plat of Sections 26, 32, 33 and 34, Township 38 North, Range 6 West, Cross Village Township, Emmet County, Michigan, described as:

Commencing at the Southwest corner of Section 34, Township 38 North, Range 6 West, Emmet County, Michigan; thence along the West line of said Section 34; North 0 E44'01" East 1990.78 feet; thence along the Southeasterly line of Block 13, Plat of the Village of the Cross and the Northwesterly line of Highway M-119, South 53 E05'31" West 23.66 feet; thence along the Southwesterly line of said Block 13 North 36 E42'28" West 191.40 feet; thence along the Northwesterly line of said Village of the Cross Plat South 53 E05'31" West 363.66 feet to the Place of Beginning; thence along the Northeasterly line of unrecorded Block 24 and its Southerly extension North 36E5'2'10" West 189.01 feet; thence along the Northwesterly line of said Block 24; South 53E29'35" West 132.86 feet; thence along the boundary lines and the Southerly extension thereof of Amended J.C. Glenn's Plat as recorded in Liber 11 of Plats, Pages 35 and 36 in the following courses: North 37 E08'27" West 566.74 feet, and North 52 E51'52" East 690.42 feet; thence along an agreement line North 36 E40'50" West 45.15 feet to the ordinary high water contour of Lake Michigan also being Point A; thence along the ordinary high water contour of Lake Michigan in the following three courses; North 69 E09'20" East 62.09 feet; North 65 E07'18" East 88.46 feet; and North 79E42'34" East 32.09 feet to Point B; thence South 15 E22'28" East 91.05 feet; thence South 36 E40'50" East 134.04 feet; thence South 46 E49'32" West 264.35 feet; thence South 13E27'53" East 382.60 feet; thence along the Southerly right of way of Chippewa Drive in the following two courses; South 33 E53'28" West 182.01 feet and 125.78 feet along the arc of a circular curve to the left, radius 101.86 feet, delta 70 E44'54", chord South 1 E28'59" East 117.94 feet; thence South 53 E05'31" West 41.25 feet to the Place of Beginning. Tax ID # 05-04-33-401-060 [moved to K-4 E effective

1/26/2016]

F. Pond Street, Mackinaw City, MI (in trust)

Situated in the Village of Mackinaw City, County of Emmet, State of Michigan, Michigan Meridian, containing approximately 60 acres altogether:

PARCEL 1: That part of the following described property lying West of Highways U.S. 23, 27 and 31 (now known as Interstate 75): All that part of the Northeast ¼ of the Northeast 1/4 of Section 13, Township 39 North, Range 4 West, lying South of Pond Street (formerly known as H Street) and East of the Pennsylvania Railroad right-of-way; EXCEPTING THEREFORE the East 99.00 feet thereof; FURTHER EXCEPTING THEREFROM the property deeded to the State Highway Commissioner of the State of Michigan recorded in Liber 154, Page 325, Emmet County Records.

PARCEL 2: That part of the following described property lying West of Highways U.S. 23, 27 and 31 (now known as Interstate 75): Beginning at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 13, Township 39 North, Range 4 West; thence South 40 rods; thence West 40 rods; thence South 20 rods; thence West 40 rods; thence North 60 rods; thence East 80 rods to the Point of Beginning; EXCEPTING THEREFROM the property deed to the State Highway Commissioner of the State of Michigan recorded in Liber 154, Page 327, Emmet County Records; being a part of the Southeast 1/4 of the Northeast 1/4 of said Section 13, Township 39 North, Range 4 West.

PARCEL 3: The Southwest 1/4 of the Northeast 1/4 of Section 13, Township 39 North, Range 4 West: EXCEPTING THEREFROM Block 26 and 27 (this exception includes J and K Streets, lying within the East and West lines of said Blocks, if extended North and South, as shown on the recorded Plat) PLAT OF VILLAGE OF MACKINAW CITY, according to the Plat thereof as recorded in Liber A of Deed, Page 52, Emmet County Records; ALSO EXCEPTING THEREFROM the Pennsylvania Railroad right-of-way.

PARCEL 4: That part of the Northwest 1/4 of the Northeast 1/4 lying South of Pond Street (formerly known as H Street) and East of Blocks 25 and 26, PLAT OF VILLAGE OF MACKINAW CITY, according to the Plat thereof, as recorded in Liber A of Deed, Page 52, Emmet County Records of Section 13, Township 39 North, Range 4 West; EXCEPTING THEREFROM the Pennsylvania Railroad right-of-way; AND FURTHER EXCEPTING THEREFROM the following described property: Beginning at the intersection of the South right-of-way of Pond Street (formerly known as H Street) with the East right-of-way line of Askins Street if the East right-of-way line of Askins Street were extended to the South; thence South along the extended East right-of-way line of Askins Street, 417.5 feet; thence East parallel to Pond Street, 417.5 feet; thence North parallel to extended Askins Street, 417.5 feet; thence West along South right-of-way of Pond Street, 417.5 feet, to the Point of Beginning. Tax ID # 24-42-03-13-200-004, 007, 002

G. Small parcel for sign by Odawa Casino Resort (in trust)

Situated in the Township of Bear Creek, County of Emmet, State of Michigan:

COM AT SW COR OF SEC, TH N 198.08 FT, E 1002.43 FT TO POB, TH
CONT E 193.11 FT TO C/L OF ANDERSON RD, TH S 115.72 FT, W 45.17 FT,
TH 173.36 FT ALG ARC OF 1525.13 FT RAD CIR CURVE R, CHD
N87°40'11"W 173.27 FT, TH N 13°27'14"E 109.29 FT TO POB, EXC RD ROW,
.44 AC M/L. SECTION 7, T34N, R5W. SPLIT ON 10/05/2005 FROM 01-19-07-
300-019 Tax ID # 01-19-07-300-045

H. Parcel by Lears Road and US 131 (in trust)

Situated in the Township of Bear Creek, County of Emmet, State of Michigan:

S 133 FT OF SE 1/4 OF SW FRL 1/4 EXC HWY R-O-W, L272 P919-920.
SECTION 7, T34N, R5W. Tax ID 24-01-19-07-300-020

I. 1020 S. Nicolet Street, Mackinaw City, MI 49701 (in trust)

Situated in the Village of Mackinaw City, Emmet County, State of Michigan,
Michigan Meridian, containing 1.6 acres more or less:

Commencing at the Southeast corner of Section 13, Township 39 North, Range 4
West; thence North 00E16'20" West along the East line of Section 16, 628.72 feet;
thence South 89E43'40" West 105.96 feet to the Westerly right-of-way line of M-
108 Highway, to the Place of Beginning; thence South 89E43'40" West 373.63 feet
to the Westerly right-of-way line of Consumers Power Easement; thence North
00E03'20" West along said right-of-way line, 200.00 feet; thence North 89E43'40"
East 373.35 feet to the Westerly right-of-way line of M-108 highway; thence South
00E06'30" East, along said right-of-way line, 200.00 feet to the Place of Beginning,
being part of the Southeast 1/4 of said Section 13. Tax ID # 24-42-03-13-400-010

J. Drier Road, McKinley Township, Emmet County (in trust)

Situated in the Township of McKinley, County of Emmet, State of Michigan,
Michigan Meridian, containing approximately 80 acres:

The West 1/2 of the Southeast 1/4 of Section 9, Township 37 North, Range 4 West.
Tax ID # 24-10-10-09-400-001

K. Nicolet Street, Mackinaw City, MI (in trust)

Situated in the Township of Wawatam, City of Mackinaw, Emmet County, State of
Michigan:

Part of the Southeast $\frac{1}{4}$ of Section 13 & Part of the Northeast $\frac{1}{4}$ of Section 24 Township 39 North, Range 4 West, Village of Mackinaw, Emmet County, Michigan, being more particularly described as follows:

Commencing at the Southeast Corner of Section 13, T39N, R4W; thence S89°38'26"W 65.65 feet along the South Line of Section 13 as monumented to the Westerly Line of Highway M-108 and being the Point of Beginning; thence continuing S89°38'26"W 284.45 feet along the South Line of Section 13 as monumented; thence S00°13'11"W 227.38 feet; thence continuing S00°13'11"W 205.68 feet; thence N89°38'25"E 286.92 feet to the Westerly Line of Highway M-108; thence S00°06'24"E 29.11 feet along the Westerly Line of Highway M-108; thence S10°58'55"W 504.76 feet along the Westerly Line of Highway M-108 to the Northerly and Easterly Line of Interstate 75; thence N61°15'53"W 198.12 feet along Northerly and Easterly Line of Interstate 75; thence N38°38'54"W 451.95 feet along the Northerly and Easterly Line of Interstate 75; thence along a Circular Curve to the right described as having Arc Length of 514.31 feet, Delta Angle of 13°22'56", Chord of N09°46'33"W 513.14 feet, and Radius of 2201.99 feet, along the Northerly and Easterly Line of Interstate 75 to the intersection of the Section Line Common to Section 13 and 24 as monumented; thence continuing along a Circular Curve to the right described as having an Arc Length of 340.74 feet, Delta Angle of 08°51'58", Chord of N01°20'54"E 340.40 feet, and Radius of 2201.99 feet along the Northerly and Easterly Line of Interstate 75; thence N05°58'31"E 592.07 feet along the Northerly and Easterly Line of Interstate 75; thence N89°29'35"E 151.87 feet; thence S00°01'16"W 99.72 feet; thence S00°01'53"W 199.95 feet; thence S00°02'03"E 120.08 feet; thence N89°42'38"E 99.96 feet; thence S00°05'25"E 80.14 feet; thence S00°07'36"E 196.24 feet; thence N89°39'45"E 315.02 feet; thence S00°21'23"E 232.99 feet to the Point of Beginning containing 14.46 acres more or less, as surveyed by Neil A. Holshoe, P.S. No. 56482, Benchmark Engineering Job No.: 13-010, dated October 15, 2012, revised January 11, 2013, and being subject to any easements, restrictions, or reservations of record. TAX ID # 42-03-24-200-007, 42-03-13-400-008, 42-03-13-400-013, 42-03-13-400-015, 42-03-24-200-008

L. Nicolet Street, Mackinaw City, MI (in trust)

Part of the Southeast $\frac{1}{4}$ of Section 13, Township 39 North, Range 4 West, Village of Mackinaw City, Emmet County, Michigan as described in a Certified Survey by Neil A. Holshoe, PS No. 56482 for the Little Traverse Bay Bands of Odawa Indians, being more particularly described as follows:

Commencing at the Southeast Corner of Section 13, Township 39 North, Range 4 West; thence N00E16'16"W 232.98 feet along the East Line of Section 13; thence S89E39'29"W 66.00 feet to the West Right of Way of Highway M-108 and the Point of Beginning; thence N00E16'16"W 395.50 feet; thence S89E46'21"W 39.97 feet; thence continuing S89E46'21"W 273.65 feet; thence S00E02'34"W 119.72 feet;

thence S00E05'25"E 80.14 feet; thence S00E07'36"E 196.24 feet; thence N89E39'45"E 296.06 feet; thence N89E39'45"E 18.96 feet to the Point of Beginning as described in a Certified Survey by Neil A. Holshoe, PS No. 56482 for the Little Traverse Bay Bands of Odawa Indians dated January 11, 2013, containing 2.58 acres more or less and being subject to any easements, restrictions, or reservations of record including a Utility Easement Recorded in Liber 132 Page 548 and Liber 136 Page 46 of Emmet County Records. TAX ID # 42-03-13-400-012, 42-03-13-400-014

M. 629 Second Street, Harbor Springs, MI (in trust)

Situated in the City of Harbor Springs, County of Emmet, and State of Michigan, Michigan Meridian:

Part of the SE 1/4 of the NE 1/4 of Section 14, T35N, R6W, City of Harbor Springs, Michigan, previously described in Liber 651, Page 545, Emmet County Records, as:

Commencing 7 rods North and 175 feet West of East 1/4 corner, thence West 46 feet, North 5 rods, East 20 feet, North 95 feet, East 56 feet, South 95 feet, West 30 feet, South 5 rods to Point of Beginning. Also commencing 7 rods North and 221 feet West of Southeast corner of the Southeast 1/4 of the Northeast 1/4 of Section, thence West 52 feet, North 5 rods, East 6 feet, North 95 feet, East 56 feet, South 95 feet, West 10 feet, South 5 rods, to Point of Beginning, Section 14, Township 35 North, Range 6 West.

More particularly described from a survey by Joseph B. O'Neill, P.S. 30095, dated November 3, 2008, as:

Commencing at the East 1/4 corner of Section 14, T35N, R6W, City of Harbor Springs, Michigan; thence along the east line of said Section 14 N0 12'00"E 115.50 feet; thence parallel with the east and west 1/4 line of said Section 14 N90 00'00"W 175 feet to the Point of Beginning; thence N90 00'00"W 98.00 feet; thence N0 12'00"E 82.5 feet; thence N90 00'00"E 16.00 feet; thence N0 12'00"E 95 feet to the southerly right of way of Second Street; thence along said southerly right of way N0 00'00"E 112.00 feet; thence S0 12'00"W 95 feet; thence Tax Agreement Section VIII(C) Notice, Page 3 of 9 N90 00'00"W 30.00 feet; thence S0 12'00"W 82.50 feet to the Point of Beginning, containing 0.43 acres in area, more or less, and being subject to any easements or restrictions of record. TAX ID # 51-15-14-200-090

N. 5055 Gill Road, Carp Lake, MI 49718 (in trust)

Land situated in the Township of Carp Lake, County of Emmet, State of Michigan, containing 310.92 acres, more or less, described as follows:

Parcel 1: The East ½ of the Southeast 1/4 Section 8 Township 38 North, Range 4 West.

Parcel 2: The West ½ of the Southwest 1/4 EXCEPT the East 858 feet of the South 330 feet thereof Section 9 Township 38 North, Range 4 West.

AND

The East ½ of the Southwest 1/4, Section 9, Township 38 North, Range 4 West.

AND

The West ½ of the Southeast 1/4 EXCEPT 417.6 feet East and West by 208.8 feet North and South in the Southeast corner thereof, Section 9, Township 38 North, Range 4 West.

Parcel 3: The West 132 feet of a parcel of land 858 feet East and West by 330 feet North and South located in the Southeast corner of the West ½ of the Southwest 1/4 of Section 9, Town 38 North, Range 4 West. TAX ID #: 03-06-09-300-001, 03-06-09-300-004 and 03-06-08-400-002

O. M119, Petoskey, MI

Situated in the Township of Bear Creek, Emmet County, State of Michigan:

Commencing at a concrete D.N.R. monument at the Southwest corner of Section 27, Town 35 North, Range 5 West; Thence South 89 46'00" East along the South line of said section 1325.1 feet to a square concrete monument on the West eighth line of said section; Thence South 89 Tax Agreement Section VIII(C) Notice, Page 4 of 9 47'50" East along the South line of said section 1320.60 feet to a 5/8" re-rod at the South Quarter corner of said section; Thence North 00 39'50" West along the North and South Quarter line of said section 1333.10 feet to a 1" D.N.R. pipe on the South Eighth line of said section; Thence North 89 52'40" West along said South Eighth line 352.67 feet to a 1" D.N.R. pipe on the Northwesterly line of Highway M-131; Thence Continuing North 89 52'40" West along said South Eighth line 201.49 feet (previously measured as 201.68 feet by the D.N.R.) to a 1" D.N.R. pipe, being the point of beginning of this description; Then continuing North 89 52'40" West along said South Eighth line 378.80 feet to a 1" D.N.R. pipe; Then South 02 20'36" West 121.90 feet to a T-iron stake; Thence North 85 43'20" East 122.67 feet to a T-iron stake; Thence South 68 38'10" East 53.98 feet to a T-iron Stake; Thence South 76 55'10" East 276.62 feet to a T-iron stake on the Northwesterly line of said Highway M-131; Thence Northeasterly on a curve to the right along the Northwesterly line of said highway 105 feet (radius of said curve is 851.51 feet and chord bears North 31 53'03" East 104.93 feet) to a T-iron stake; thence leaving said highway North 47 16'11" West 154.76 feet to the point of beginning; being a part of the Southeast Quarter of the Southwest Quarter of Section 27, Town 35 North, Range 5 West and containing approximately 1.52 acres. TAX ID # 01-16-27-300-003

P. 414 Monroe Street, Petoskey, MI

Situated in the City of Petoskey, County of Emmet, State of Michigan, described as follows, containing 0.33 acres, more or less:

Lots 12 and 13, Block 7, Plat of the Map of Emmet City, according to the Plat thereof as recorded in Liber 1 of Plats, Page 10, Emmet County Records. TAX ID # 52-19-06-127-082

Q. Nicolet Street, Mackinaw City, MI

Part of the Southeast 1/4 of Section 13, Township 39 North, Range 4 West, Village of Mackinaw City, Emmet County, Michigan, as described in a Certified Survey by Neil A. Holshoe, PS No. 56482 for the Little Traverse Bay Bands of Odawa Indians, being more particularly described as follows:

Commencing at the Southeast Corner of Section 13, Township 39 North, Range 4 West; thence North 00°16'16" West, 828.33 feet along the East line of Section 13 to the POINT OF BEGINNING; thence continuing North 00°16'16" West, 100.32 feet; thence South 89°45'34" West, 86.00 feet; thence continuing South 89°45'34" West, 18.95 feet; thence continuing South 89°45'34" West, 272.50 feet; thence South 89°36'40" West, 100.69 feet; thence South 00°01'16" West, 99.72 feet; thence North 89°44'43" East, 99.88 feet; thence North 89°48'52" East, 273.61 feet; thence continuing North 89°48'52" East, 19.17 feet; thence continuing North 89°48'52" East, 86.00 feet to the Point of Beginning, containing 1.03 acres, more or less. TAX ID # 42-03-13-400-009

R. Second Street, Harbor Springs, MI

Land situated in the City of Harbor Springs, County of Emmet, State of MI described as follows:

Commencing 7 rods North and 273 feet West of the East 1/4 corner of Section 14, Town 35 North, Range 6 West; thence West 52 feet; thence North 5 rods; thence East 52 feet; thence South 5 rods to the place of beginning. TAX ID # 51-15-14-200-095

S. 641 Second Street, Harbor Springs, MI

Situated in the City of Harbor Springs, County of Emmet, State of Michigan, as follows:

Parcel 1: Commencing 198 feet North and 257 feet West of the Southeast Corner of the Southeast 1/4 of the Northeast 1/4 of Section 14, Township 35 North, Range 6 West; thence West 56 feet; thence North 95 feet; thence East 56 feet; thence South 95 feet to the Point of Beginning.

Parcel 2: Commencing 325 feet West of the Southeast Corner of the Southeast ¼ of the Northeast ¼ of Section 14, Township 35 North, Range 6 West; thence West 52 feet; thence North 12 rods; thence East 52 feet; thence South 12 rods to the Point of Beginning.

Parcel 3: Commencing 377 feet West of the Southeast Corner of the Southeast ¼ of the Northeast ¼ of Section 14, Township 35 North, Range 6 West; West 52 feet; thence North 8 rods; thence East 52 feet; thence South 8 rods to the Point of Beginning. TAX ID # 51-15-14-200-089, 094 & 099

T. Second Street, Harbor Springs, MI

Situated in the City of Harbor Springs, County of Emmet, State of Michigan, as follows:

Commencing 273 feet West of the Southeast Corner of the Southeast ¼ of the Northeast ¼ of Section 14, Township 35 North, Range 6 West; thence West 52 feet; North 7 rods; East 52 feet; South 7 rods to the Point of Beginning. TAX ID # 51-15-14-200-100

U. 608 Second Street, Harbor Springs, MI

Situated in the City of Harbor Springs, County of Emmet, State of Michigan, described as follows:

Commencing 132 feet North and 377 feet West of the East 1/4; thence West 52 feet; thence North 161 feet; thence East 116 feet; thence South 95 feet; thence West 64 feet; thence South 66 feet to the Point of Beginning. Being a part of Section 14, Township 35 North, Range 6 West. TAX ID # 51-15-14-200-127

V. 910 Petoskey Street, Petoskey, MI

Land situated in the City of Petoskey, Emmet County, Michigan, described as: The South 75 feet of Lots 9 and 10, Block 2, LOVELESS BLANEYS ADDITION TO THE VILLAGE OF PETOSKEY, according to the Plat thereof recorded in Liber 1 of Plats, Page 13, Emmet County Records. TAX ID # 52-19-06-402-031

W. Nicolet Street Mackinaw City, MI

Situated in the Village of Mackinaw City, County of Emmet, State of Michigan: PT OF SE 1/4 OF SE 1/4, COM AT A PT ON E SE CLN 400 FT S OF NE COR OF SE 1/4 OF SE 1/4, TH W 379.5 FT TO E LN OF CONSUMERS POWER EASEMENT TH S 300 FT TO POB, TH CONT S 120 FT, W 100 FT, N ALG W LN OF EASEMENT 100 FT, E TO POB. SECTION 13, T39N, R4W. TAX ID # 42-03-13-400-011

K-4. Commercial Designated Area per § II(K)(4) [area where all Tribal lands accepted into federal trust after execution of this Agreement have TTL and AA status regardless of how the lands are used]:

- Emmet County:

Those portions of the following survey townships on the mainland of the Lower Peninsula: T34N, R5W, except survey sections 5, 6, 7, and 8; T34N, R6W, except survey sections 1 and 12; survey sections 9, 10, and 11 in T35N, R4W; T35N, R5W, except survey sections 7, 18, 31, and 32; T35N, R6W, except survey sections 11, 12, 13, 14, 23, and 24; T36N, R7W; T36N, R6W; T37N, R7W; T37N, R6W; and T38N, R6W; and

- Charlevoix County:

Those portions of the following survey townships on the mainland of the Lower Peninsula: T34N, R7W; and T34N, R6W; and that portion of survey section 24 in T34N, R8W north and east of Round Lake, Lake Charlevoix, and the Pine River.

List of Tribal lands accepted into federal trust after execution of this Agreement which are located within the Commercial Designated Area described above.

A. 1345 U.S. 31 N, Petoskey, MI 49770

Situated in the Township of Bear Creek, County of Emmet, State of Michigan, Michigan Meridian, containing approximately 0.97 acres: Commencing 64 feet South and 181.50 feet West of the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 35 North, Range 5 West; thence West 148.50 feet; thence South 151.70 feet to the North side of the U.S. Highway 31; thence Westerly along the Northerly side of said highway U.S. 31, 50 feet; thence North 370.81 feet; thence East 150.05 feet; thence Southeasterly to a point 9 rods North of the Point of Beginning; thence South 9 rods, more or less, to the Point of Beginning. Tax ID # 01-16-34-100-013 [moved from K-2 to K-4 A effective 8/24/2009]

B. Bindigen store site, 2169 N US Highway 31, Petoskey, MI

Situated in the Township of Bear Creek, County of Emmet, State of Michigan, Michigan Meridian, containing 1.2 acres, more or less:

Commencing at a 5/8" rod at the East 1/4 corner of Section 26, Township 35 North, Range 5 West; thence along the East and West 1/4 line of said Section, as monumented, North 88 E12'53" West 1321.18 feet to a concrete monument on the East 1/8th line of said Section, as monumented; thence along said 1/8th line, North 01 E35'07" East (recorded as North 01 E29' East) 1018.26 feet to a concrete monument on the Southeasterly line of Highway U.S. 31 and being the Northwest

corner of Lot 158, HIAWATHA HEIGHTS, according to the plat thereof recorded in Liber 5 of Plats, Page 11, Emmet County Records; thence continuing along said 1/8th line, North 01 E25'27" East 173.01 feet (recorded as North 01 E29' East 174.5 feet) to a 1/2" rod on the Northwesterly line of said highway and being the Southwest corner of Outlot 1 of said HIAWATHA HEIGHTS; thence along the Northwesterly line of said highway, South 61 E45'40" West 591.70 feet to a 1/2" re-rod, being the POINT OF BEGINNING of this description: thence North 28 E14'20" West 220.00 feet to a 1/2" re-rod; thence South 61 E45'40" West 223.92 feet to a 1/2" re-rod on the Northeasterly line of Barney Road; thence continuing South 61 E45'40" West 33.73 feet to the centerline of said Barney Road; thence along said centerline South 40 E12'28" East (recorded as South 38E52' East) 71.67 feet; thence continuing along said centerline, South 40 E49'22" East 153.58 feet (recorded as South 39 E33' East 153.76 feet) to said Northwesterly line of said highway; thence along said highway line, North 61 E45'40" East 33.81 feet a 1/2" re-rod on the Northeasterly line of said Barney Road; thence continuing along said highway line North 61 E45'40" East 175.52 feet to the Point of Beginning, being a part of the West 1/2 of the Northeast 1/4 of said Section 26. Tax ID # 01-16-26-200-051

C. Biindigen adjoining vacant parcel

Situated in the Township of Bear Creek, County of Emmet, State of Michigan, Michigan Meridian, containing 2.3 acres, more or less:

Commencing at a 5/8" rod at the East 1/4 corner of Section 26, Township 35 North, Range 5 West; thence along the East and West 1/4 line of said Section, as monumented, North 88 E12'53" West 1321.18 feet to a concrete monument on the East 1/8th line of said Section, as monumented; thence along said 1/8th line, North 01 E35'07" East (recorded as North 01 E29' East) 1018.26 feet to a concrete monument on the Southeasterly line of Highway U.S. 31 and being the Northwest corner of Lot 158, HIAWATHA HEIGHTS, recorded in Liber 5 of Plats, Page 11, Emmet County Records; thence continuing along said 1/8th line, North 01 E25'27" East 173.01 feet (recorded as North 01 E29' East 174.5 feet) to a 1/2" rod on the Northwesterly line of said highway and being the Southwest corner of Outlot 1 of said HIAWATHA HEIGHTS; thence along the Northwesterly line of said highway, South 61 E45'40" West 467.22 feet to a 1/2" re-rod; being the POINT OF BEGINNING of this description: thence continuing along the last described course, South 61 E45'40" West 124.48 feet to a 1/2" re-rod; thence North 28 E14'20" West 220.00 feet to a 1/2" re-rod; thence South 61 E45'40" West 223.92 feet to a 1/2" re-rod on the Northeasterly line of Barney Road; thence continuing South 61 E45'40" West 33.73 feet to the centerline of said Barney Road; thence along said centerline North 40 E12'28" West (recorded as North 38 E52' West) 192.03 feet; thence continuing along said centerline, North 49 E03'22" West (recorded as North 47 E48' West) 41.82 feet to the centerline of a 20 foot wide sanitary sewer easement; thence along the centerline of said sanitary sewer easement, North

67E09'55" East 36.79 feet to a ½" re-rod on the Northeasterly line of said Barney Road; thence continuing along the last described course, North 67E09'55" East 306.37 feet to the center of a manhole cover; thence continuing along the centerline of a 20 foot wide sanitary sewer easement, South 52 E59'07" East 227.40 feet to a ½" rerod; thence South 28E14'20" East 208.11 feet to the Point of Beginning, being a part of the West ½ of the Northeast ¼ of said Section 26.
Tax ID # 01-16-26-200-050

D. Taimi Hoag Nature Preserve, Hayes Township, Charlevoix County

Situated in the Township of Hayes, Charlevoix County, State of Michigan, Michigan Meridian, containing approximately 54.74 acres:

Part of the Southeast ¼ of Section 8, Township 34 North, Range 7 West, lying Southeasterly of the center line of Highway US31, EXCEPT the North ½ of the North ½ of the Southeast ¼ of said Section; AND all that part of Government Lot 1 of Section 8, Township 34 North, Range 7 West, lying Southeasterly of the center line of Highway US31; AND part of the West ½ and part of Government Lot 3 of Section 9, Township 34 North, Range 7 West; BEING MORE PARTICULARLY DESCRIBED UPON RESULT OF A FIELD SURVEY AS: Beginning at the ¼ corner common Sections 8 and 9, Township 34 North, Range 7 West; thence North 87E55'14" West, along the monumented East and West ¼ line, 1288.18 feet to a pipe on the Easterly right of way line of Highway US-31; thence along said right of way line, 1785.96 feet on a curve to the right, said curve having a radius of 3744.82 feet and a chord which bears North 52E47'10" East 1769.09 feet; thence North 66E26'55" East 217.87 feet to a ½ inch bar and LS Cap #41099; thence South 01E56'42" West, parallel with the West line of Section 9, a distance of 2546.68 feet to a ½ inch bar and LS Cap #41099; thence North 87E44'46" West 280.22 feet to the South 1/8 corner on the West section line; thence North 87E44'46" West, along the South 1/8 line, 1337.13 feet to a ½ inch bar and LS Cap #41099 on the East 1/8 line of Section 8; thence North 02E03'10" East, along said 1/8 line, 663.65 feet to a ½ bar and LS Cap #41099; thence South 87E49'19" East 1335.87 feet to an iron pipe with a consumers power cap on the Section line common to Sections 8 and 9; thence North 01E56'42" East, along said Section line, 665.80 feet to the Point of Beginning. Tax ID # 15-007-108-002-30, 25; 15-007-109-008-00

E. Cross Village, Emmet County, MI (in trust)

Situated in the Township of Cross Village, County of Emmet, State of Michigan, Michigan Meridian, containing approximately 9 acres:

Part of Lots 32, 33, 34, 35, 36 and 37, J.C. Glenn's Plat of Sections 26, 32, 33 and 34, Township 38 North, Range 6 West, Cross Village Township, Emmet County, Michigan, described as:

Commencing at the Southwest corner of Section 34, Township 38 North, Range 6 West, Emmet County, Michigan; thence along the West line of said Section 34; North 0 E44'01" East 1990.78 feet; thence along the Southeasterly line of Block 13, Plat of the Village of the Cross and the Northwesterly line of Highway M-119, South 53 E05'31" West 23.66 feet; thence along the Southwesterly line of said Block 13 North 36 E42'28" West 191.40 feet; thence along the Northwesterly line of said Village of the Cross Plat South 53 E05'31" West 363.66 feet to the Place of Beginning; thence along the Northeasterly line of unrecorded Block 24 and its Southerly extension North 36E52'10" West 189.01 feet; thence along the Northwesterly line of said Block 24; South 53E29'35" West 132.86 feet; thence along the boundary lines and the Southerly extension thereof of Amended J.C. Glenn's Plat as recorded in Liber 11 of Plats, Pages 35 and 36 in the following courses: North 37 E08'27" West 566.74 feet, and North 52 E51'52" East 690.42 feet; thence along an agreement line North 36 E40'50" West 45.15 feet to the ordinary high water contour of Lake Michigan also being Point A; thence along the ordinary high water contour of Lake Michigan in the following three courses; North 69 E09'20" East 62.09 feet; North 65 E07'18" East 88.46 feet; and North 79E42'34" East 32.09 feet to Point B; thence South 15 E22'28" East 91.05 feet; thence South 36 E40'50" East 134.04 feet; thence South 46 E49'32" West 264.35 feet; thence South 13E27'53" East 382.60 feet; thence along the Southerly right of way of Chippewa Drive in the following two courses; South 33 E53'28" West 182.01 feet and 125.78 feet along the arc of a circular curve to the left, radius 101.86 feet, delta 70 E44'54", chord South 1 E28'59" East 117.94 feet; thence South 53 E05'31" West 41.25 feet to the Place of Beginning. Tax ID # 05-04-33-401-060 [moved from K-3 E to K-4 E effective 1/26/2016]

K-5. List of other lands acquired after execution of this Agreement by the Tribe that are mutually agreed upon in writing by the parties.

Reserved

K-6. List of lands identified in Appendix A (K-2) that have been subsequently taken into trust by the federal government for the benefit of the Tribe, which do not meet the criteria of Appendix A (K-4), subject, however, to any restrictions specified in Appendix A (K-2).

- Emmet County:

- A. Odawa Casino Resort parcel(s), 1760 Lears Road, Petoskey, MI 49770

- Land situated in Resort Township, Emmet County, Michigan:

- The Southeast 1/4 of the Southeast 1/4 of Section 12, Township 34 North, Range 6

West. Tax ID # 24-13-18-12-400-006 [moved from K-2 A (Emmet County) to K-6 A (Emmet County) effective 8/24/2009]

B. Odawa Casino Resort parcel(s), 1760 Lears Road, Petoskey, MI 49770

Situated in the Township of Resort, County of Emmet, State of Michigan: The Northeast 1/4 of the Southeast 1/4 and the South one-half of the Northwest 1/4 of the Southeast 1/4, all in Section 12, Township 34 North, Range 6 West, **EXCEPT:** Commencing at the East 1/4 corner of Section 12, Township 34 North, Range 6 West, Resort Township, Emmet County, Michigan, thence South along the East line of said Section 12, for a distance of 427.29 feet; thence West 33.00 feet to a concrete monument on the West edge of Greenwood Cemetery Road, which is the point of beginning; thence West 217.00 feet to a concrete monument; thence South 160.00 feet to a concrete monument; thence East 217.00 feet to a concrete monument on the West edge of Greenwood Cemetery Road; thence North 160.00 feet to the point of beginning. Tax ID # 24-13-18-12-400-002 [moved from K-2 B to K-6 B effective 8/24/2009]

C. 911 Spring Street, Petoskey, MI 49770

Situated in the City of Petoskey, County of Emmet, State of Michigan, Michigan Meridian, containing approximately 0.55 acres: Commencing at the Southwest corner of Section 6, Township 34 North, Range 5 West; thence North 89 09'50" East 1144.20 feet to the West 1/8 corner of the South line of said Section 6; thence North 00 11'50" East 1341.46 feet along the West 1/8 line of said Section 6; thence North 88 50'40" East 45.76 feet to the POINT OF BEGINNING; thence North 00 11'50" East 138.00 feet along the Easterly right-of-way line of US 131; thence North 88 50'40" East 313.46 feet; thence South 00 10'50" West 138.00 feet to the Northerly right-of-way line of Morgan Street; thence South 88 50'40" W 313.50 feet along said right-of-way line to the POINT OF BEGINNING; being a part of the Northeast 1/4 of the Southwest 1/4 of said Section 6. Tax ID# 52-19-06-300-046 [moved from K-2 C to K-6 C effective 8/24/2009]

D. Odawa Hotel (former Holiday Inn), 1444 S. U.S. Hwy 131, Petoskey, MI 49770

Situated in the Township of Bear Creek, Emmet County Michigan, commencing at a iron stake at the Southwest corner of Section 7, Township 34 North, Range 5 West; thence along the South line of said section, North 89E40'00" East 1198.84 feet to an Emmet County marker on the West eighth line of said section, as monumented; thence along said West eighth line, North 00E45'53" East 1317.96 feet to the South eighth line of said section as established by T. Wilcoxon, P.E., in April of 1943; thence continuing along said West eighth line, North 00E45'00" East 1015.68 feet (recorded as North 1016 feet) to the South line of the

Herbert Reycraft Property, as surveyed by T. Wilcoxon, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; thence continuing along said West eighth line, North 00E45'00" East (recorded as North) 314.35 feet to a ½" re-rod on the East and West quarter line of said section, as monumented; thence continuing along said West eighth line, North 00E33'18" East (recorded as North) 270.82 feet to the North line of said Reycraft Property; thence along the Northline of said Reycraft Property, South 89E35'36" East (recorded as East) 33.00 feet to a ½" re-rod on the East line of Anderson Road; thence continuing along the last described course, North 89E35'36" East 415.21 feet (recorded as East 413 feet) to a ½" re-rod on the West line of Highway U.S.131; thence Southeasterly along a curve to the right 607.83 feet (radius of said curve is 6825.55 feet and the chord bears South15E11'53" East 607.62 feet) (recorded arc of 607.5 feet) to a ½" re-rod on the South line of said Reycraft property; thence along said South line, North 89E35'12" West 581.25 feet (recorded as West 583 feet) to a ½" re-rod on the West line of said Anderson Road; thence continuing along the last described course, North 89E35'12" West (recorded as West) 33.00 feet to the point of beginning, being a part of the Northeast quarter of the Southwest quarter and part of the Southeast quarter of the Northwest quarter, all in Section 7, Township 34 North, Range 5 West and containing 7.196 acres. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road and highway purposes. Tax ID # 01-19-07-150-017 [moved from K-2 F to K-6 D effective 8/24/2009]

- Delta County:

- A. 47.8 acres, more or less, on St. Martins Island, Delta County, Michigan:

Located on the West side of the northerly part of Lake Michigan, occupying the northeasterly corner Martins Island on the southerly side of St. Martins passage, Lake Michigan to Green Bay. All of Lot 1, Section 15 (13 1/3 acres) and Lot 2, Frac, Sec. 22 (34 ½ acres) 27 miles south and east of Escanaba, MI in Lake Michigan.

Legally described as situated in the Township of Fairbanks, County of Delta, State of Michigan:

Government Lot 1 of Section 15, Township 36 North, Range 20 West.

AND

Government Lot 2 of Section 22, Township 36 North, Range 20 West.

[moved from K-2 A (Delta County) to K-6 A (Delta County) effective 1/26/2016]

Appendix A Amendment(s) Post December 20, 2002.

- K-3. List of Tribal lands acquired after execution of this Agreement that are within the Governmental Specified Area described above was amended to include the following property:

- A. 6521 Mill Street, Pellston, MI (in trust)
Tax ID # 44-10-34-351-114 [see K-3 A for full description]
- B. v/1 Nicolet Drive, Mackinaw City, MI (in trust)
Tax ID # 24-42-03-13-400-006 [see K-3 B for full description]
- C. 1080 Hagar Drive, Petoskey, MI (in trust)
Tax ID # 24-01-19-07-451-101, 102, 103 [see K-3 C for full description]
- D. 6108 Washington Street, Pellston, MI
Tax ID # 24-44-10-34-301-112 [see K-3 D for full description]
- E. Cross Village, Emmet County, MI
Tax ID # 05-04-33-401-060 [see K-4 E for full description; moved from K-3 E to K-4 E effective 1/24/2016]
- F. Pond Street, Mackinaw City, MI (in trust)
Tax ID # 24-42-03-13-200-004, 007, 002 [see K-3 F for full description]
- G. Small parcel for sign by Odawa Casino Resort (in trust)
Tax ID # 01-19-07-300-045 [see K-3 G for full description]
- H. Parcel by Lears Road and US 131 (in trust)
Tax ID 24-01-19-07-300-020 [see K-3 H for full description]
- I. 1020 S. Nicolet Street, Mackinaw City, MI 49701 (in trust)
Tax ID # 24-42-03-13-400-010 [see K-3 I for full description]
- J. Drier Road, McKinley Township, Enunet County (in trust)
Tax ID # 24-10-10-09-400-001 [see K-3 J for full description]
- K. Nicolet Street, Mackinaw City, MI (in trust)

TAX ID # 42-03-24-200-007, 42-03-13-400-008, 42-03-13-400-013, 42-03-13-400-015, 42-03-24-200-008 [see K-3 K for full description]

L. Nicolet Street, Mackinaw City, MI (in trust)

TAX ID # 42-03-13-400-012, 42-03-13-400-014 [see K-3 L for full description]

M. 629 Second Street, Harbor Springs, MI (in trust)

TAX ID # 51-15-14-200-090 [see K-3 M for full description]

N. 5055 Gill Road, Carp Lake, MI 49718 (in trust)

TAX ID #: 03-06-09-300-001; 03-06-09-300-004 and 03-06-08-400-002 [see K-3 N for full description]

O. M119, Petoskey, MI

TAX ID # 01-16-27-300-003 [see K-3 O for full description]

P. 414 Monroe Street, Petoskey, MI

TAX ID # 52-19-06-127-082 [see K-3 P for full description]

Q. Nicolet Street, Mackinaw City, MI

TAX ID # 42-03-13-400-009 [see K-3 Q for full description]

R. Second Street, Harbor Springs, MI

TAX ID # 51-15-14-200-095 [see K-3 R for full description]

S. 641 Second Street, Harbor Springs, MI

TAX ID # 51-15-14-200-089, 094 & 099 [see K-3 S for full description]

T. Second Street, Harbor Springs, MI

TAX ID # 51-15-14-200-100 [see K-3 T for full description]

U. 608 Second Street, Harbor Springs, MI

TAX ID # 51-15-14-200-127 [see K-3 U for full description]

V. 910 Petoskey Street, Petoskey, MI

TAX ID # 52-19-06-402-031 [see K-3 V for full description]

W. Nicolet Street Mackinaw City, MI

TAX ID # 42-03-13-400-011 [see K-3 W for full description]

K-4. List of Tribal lands accepted into federal trust after execution of this Agreement which are located within the Commercial Designated Area described above was amended to include the following property:

A. 1345 U.S. 31 N, Petoskey, MI 49770

Tax ID # 01-16-34-100-013 [see K-4 A for full description; moved from K-2 D to K-4 A effective 8/24/2009]

B. Bindigen store site, 2169 N US Highway 31, Petoskey, MI

Tax ID # 01-16-26-200-051 [see K-4 B for full description]

C. Biindigen adjoining vacant parcel

Tax ID # 01-16-26-200-050 [see K-4 C for full description]

D. Taimi Hoag Nature Preserve, Hayes Township, Charlevoix County

Tax ID # 15-007-108-002-30, 25; 15-007-109-008-00 [see K-4 D for full description]

E. Cross Village, Emmet County, MI (in trust)

Tax ID # 05-04-33-401-060 [see K-4 E for full description; moved from K-3 E to K-4 E effective 1/26/2016]

K-6. List of lands identified in Appendix A (K-2) that have been subsequently taken into Trust by the federal government for the benefit of the Tribe, which do not meet the criteria of Appendix A (K-4), subject, however, to any restrictions specified in Appendix A (K-2) [amended to include the following property]:

• Emmet County

A. Odawa Casino Resort parcels, 1760 Lears Road, Petoskey, MI 49770

Tax ID # 24-13-18-12-400-006 [see K-6 A for full description; moved from K-2 A (Emmet County) to K-6 A (Emmet County) effective 8/24/2009]

B. Odawa Casino Resort parcels, 1760 Lears Road, Petoskey, MI 49770

Tax ID # 24-13-18-12-400,002 [see K-6 B for full description; moved from K-2 B to K-6 B effective 8/24/2009]

C. 911 Spring Street, Petoskey, MI 49770

Tax ID# 52-19-06-300,046 [see K-6 C for full description; moved from K-2 C to K-6 C effective 8/24/2009]

D. Odawa Hotel (former Holiday Inn), 1444 S. U.S. Hwy 131, Petoskey, MI 49770

Tax ID # 01-19-07-150-017 [see K-6 D for full description; moved from K-2 F to K-6 D effective 8/24/2009]

• Delta County:

A. 47.8 acres, more or less, on St. Martins Island, Delta County, Michigan: (in trust)

[see K-6 A (Delta County) for full description; moved from K-2 A (Delta County) to K-6 A (Delta County) effective 1/26/2016]

Walter A. Fisher
State Representative

Date: 1-26-2016

Regina Ann Bentley
Tribal Representative

Date: 1-21-16

Regina Ann Bentley
Tribal Representative

