

RESOLUTION OF THE TOHONO O'ODHAM LEGISLATIVE COUNCIL
(Relating to a Loan Transaction Among the Tohono O'odham Gaming Enterprise,
as Borrower and: Bank of America, N.A., as Administrative Agent, L/C Issuer, Left
Side Lead Arranger, Joint Bookrunner and a Lender; KEYBANK National Association,
as Joint Lead Arranger, Joint Bookrunner and a Lender; Wells Fargo Securities, LLC,
as Joint Lead Arranger and Joint Bookrunner; and U.S. Bank National Association as
Syndication Agent and a Lender; and a syndicate of other financial institutions as
additional Lenders)

RESOLUTION NO. 17-615

1 **WHEREAS,** the Tohono O'odham Nation (the "*Nation*") is a federally recognized Indian tribe
2 organized pursuant to Section 16 of the Indian Reorganization Act of June 18,
3 1934 (48 Stat. 984; 25 U.S.C. § 476), which exercises sovereignty over both its
4 members and its lands; and

5 **WHEREAS,** pursuant to Articles V and VI of the Constitution of the Tohono O'odham Nation,
6 all the legislative powers of the Nation are vested in the Tohono O'odham
7 Legislative Council (the "*Legislative Council*"); and

8 **WHEREAS,** the Tohono O'odham Gaming Enterprise (the "*Gaming Enterprise*") is a tribal
9 corporation and economic development enterprise of the Nation established
10 pursuant to Article VI, Section 1(e), of the Nation's Constitution and is
11 responsible for planning, constructing, and operating the Nation's gaming
12 facilities and conducting gaming activities (Charter of the Gaming Enterprise
13 (the "*Charter*"); 16 Tohono O'odham Code, Chapter 2); and

14 **WHEREAS,** Section 5(d) of the Charter expressly authorizes the Gaming Enterprise to enter
15 into and perform contracts, to borrow funds (subject to the limitations that (a)
16 the Gaming Enterprise may not incur obligations in excess of its ability to pay as
17 required and (b) the Nation will not be liable for the debts or obligations of the
18 Gaming Enterprise) and to pledge or grant security interests in the personal
19 property, cash, accounts receivable, and other assets of the Gaming Enterprise;
20 and

21 **WHEREAS,** the Gaming Enterprise currently is indebted to Bank of America, N.A., a national
22 banking association ("*BofA*"), PNC Bank, National Association, a national
23 banking association ("*PNC*"), and Wells Fargo Bank, National Association, a
24 national banking association ("*WFB*"), under the terms of a Credit Agreement
25 (the "*Credit Agreement*") and related documents (the "*Syndicated Loan*"), which
26 the Gaming Enterprise entered into in accordance with Resolution No. 15-486;
27 and

28 **WHEREAS,** in connection with the Syndicated Loan, the Nation entered into a Non-
29 Impairment and Estoppel Agreement with BofA, in its capacities as
30 administrative agent under the Credit Agreement and collateral agent under the
31 security agreement for the Syndicated Loan; and

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1 **WHEREAS,** the Gaming Enterprise has been negotiating with BofA, PNC, and WFB to modify
2 the Syndicated Loan to increase the amount of credit available to the Gaming
3 Enterprise and to extend the maturity date of the Syndicated Loan, which will
4 give the Gaming Enterprise access to additional funds to provide working
5 capital for the construction of Phase 1 of the West Valley Resort, to pay the costs
6 of constructing Phase 1 of the West Valley Resort, and to pay the fees and
7 expenses associated with the modification of the Syndicated Loan; and

8 **WHEREAS,** the Gaming Enterprise has negotiated the terms of an amended and restated
9 credit agreement and related documents, which set forth the terms on which
10 BofA, PNC, WFB, and other participating banks will extend additional credit to
11 the Gaming Enterprise and extend the maturity of the Syndicated Loan (the
12 *"Amended and Restated Syndicated Loan"*); and

13 **WHEREAS,** as a condition of amending and restating the Syndicated Loan, BofA, PNC, WFB,
14 and other participating banks will require the Gaming Enterprise to execute
15 new loan documentation, including:

16 (a) An Amended and Restated Credit Agreement (the *"Amended and*
17 *Restated Credit Agreement"*) among the Gaming Enterprise and BofA (as
18 Administrative Agent, L/C Issuer, Left Side Lead Arranger, and Joint Bookrunner
19 and Lender); KeyBank National Association, a national banking association
20 (*"KeyBank"*) (as Joint Lead Arranger, Joint Bookrunner and Lender), Wells Fargo
21 Securities, LLC (as Joint Lead Arranger and Joint Bookrunner), U.S. Bank
22 National Association, a national banking association (*"USBank"*) (as Syndication
23 Agent and a Lender), and WFB and other participating banks (collectively, in all
24 of their various capacities under the Amended and Restated Loan Documents
25 (as defined below), the *"Credit Parties"*);

26 (b) A form of Revolving Credit Note to evidence the obligations of the
27 Gaming Enterprise under the revolving credit loan provisions of the Amended
28 and Restated Credit Agreement to each of the Lenders requesting a note (the
29 *"Revolving Credit Notes"*);

30 (c) A form of Term Note to evidence the obligations of the Gaming
31 Enterprise under the term loan provisions of the Amended and Restated Credit
32 Agreement to each of the Lenders requesting a note (the *"Term Notes"*);
33

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1 (d) A form of Tax Exempt Note to evidence the obligations of the
2 Gaming Enterprise under the tax exempt loan provisions of the Amended and
3 Restated Credit Agreement to each of the Lenders who may request a note (the
4 "Tax Exempt Notes" and with the Revolving Credit Notes and Term Notes, the
5 "Notes");

6 (e) An Amended and Restated Security Agreement (the "*Security*
7 *Agreement*") between the Gaming Enterprise and BofA (as administrative agent
8 under the Amended and Restated Credit Agreement and collateral agent under
9 the Security Agreement) to secure the Gaming Enterprise's obligations through
10 a lien or liens on the gross gaming revenue and other personal property gaming
11 assets securing the Gaming Enterprise's obligations to the Credit Parties (the
12 "*Collateral*"); and

13 (f) A Second Amendment to the Deposit Account Control Agreement
14 (the "*Control Agreement Amendment*") among the Gaming Enterprise and BofA
15 (as collateral agent under the Security Agreement and as depository bank);

16
17 The Amended and Restated Credit Agreement, the Notes, the Security
18 Agreement, the Control Agreement Amendment, and any other ancillary
19 agreements the Gaming Enterprise may enter into with any or all of the Credit
20 Parties, or their affiliates, in connection with the Amended and Restated
21 Syndicated Loan are referred to as the "*Amended and Restated Loan*
22 *Documents*"; and

23 **WHEREAS,** as a condition of modifying the Syndicated Loan, the Credit Parties also will
24 require the Nation to enter into an Amended and Restated Non-Impairment and
25 Estoppel Agreement with BofA (as administrative agent under the Amended and
26 Restated Credit Agreement and collateral agent under the Security Agreement)
27 and to provide BofA with a closing certificate executed by the Nation
28 (collectively, the "*Amended and Restated Non-Impairment Agreement*"); and

29 **WHEREAS,** the Amended and Restated Loan Documents require a limited waiver of the
30 sovereign immunity of the Gaming Enterprise in favor of the Credit Parties to
31 allow the Amended and Restated Loan Documents to be enforced in accordance
32 with their terms; and

33 **WHEREAS,** the Amended and Restated Non-Impairment Agreement requires a limited
34 waiver of the sovereign immunity of the Nation in favor of the Credit Parties to

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1 **allow the Amended and Restated Non-Impairment Agreement to be enforced in**
2 **accordance with its terms; and**

3 **WHEREAS,** **the Amended and Restated Loan Documents and the Amended and Restated**
4 **Non-Impairment Agreement generally require the arbitration of any disputes;**
5 **and**

6 **WHEREAS,** **the Nation has not enacted a version of the Uniform Commercial Code, an**
7 **arbitration act, or similar laws of the sort that typically would govern complex**
8 **commercial transactions of the nature contemplated in the Amended and**
9 **Restated Loan Documents and the Amended and Restated Non-Impairment**
10 **Agreement, nor do the Nation's Constitution, laws, or customs address the**
11 **interpretation and enforcement of transactions such as those contemplated in**
12 **the Amended and Restated Loan Documents and the Amended and Restated**
13 **Non-Impairment Agreement; and**

14 **WHEREAS,** **the Credit Parties have conditioned their willingness to modify the Syndicated**
15 **Loan on the Amended and Restated Loan Documents and the Amended and**
16 **Restated Non-Impairment Agreement being interpreted and enforced under the**
17 **substantive provisions of Arizona law, including Art. II, § 25, of the Arizona**
18 **Constitution relating to the impairment of contracts and the applicable**
19 **provisions of Arizona's version of the Uniform Commercial Code, so the Credit**
20 **Parties can be assured that the Amended and Restated Loan Documents and the**
21 **Amended and Restated Non-Impairment Agreement will be interpreted and**
22 **enforced in accordance with their terms; and**

23 **WHEREAS,** **the Gaming Enterprise Management Board, on November 29, 2017, enacted a**
24 **Resolution 1) approving (a) the modification of the Syndicated Loan, (b) the**
25 **Amended and Restated Loan Documents, and (c) a limited waiver of the Gaming**
26 **Enterprise's sovereign immunity, as set forth in Exhibit A, subject to the Nation's**
27 **Legislative Council authorizing and approving the limited waiver of the**
28 **Enterprise's sovereign immunity, as set forth in Exhibit A; (the Gaming**
29 **Enterprise Management Board Resolution is attached hereto as Attachment 1);**
30 **and**

31 **WHEREAS,** **the Budget and Finance and Commerce Committees of the Legislative Council**
32 **have reviewed the terms of the Amended and Restated Loan Documents and the**
33 **Amended and Restated Non-Impairment Agreement, including the proposed**
34 **limited waivers of the sovereign immunity of the Nation and the Gaming**

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1 **Enterprise in each (which waivers are, in all material respects, identical to the**
2 **waivers previously provided in connection with the Syndicated Loan); and**
3 **WHEREAS,** **the Gaming Enterprise will, from time to time, enter into agreements with the**
4 **Credit Parties to obtain services not directly related to the Amended and**
5 **Restated Syndicated Loan, which agreements may include, but will not be**
6 **limited to, agreements for depository accounts, treasury and cash management**
7 **services, merchant services (including the processing of credit cards, debit**
8 **cards, electronic checks, and gift cards), tax services (for the payment of federal,**
9 **state, and other taxes), cash vault services, business credit cards, and safe**
10 **deposit boxes ("Ancillary Services"); and**
11 **WHEREAS,** **the Gaming Enterprise seeks a limited waiver of its sovereign immunity to allow**
12 **the Gaming Enterprise to enter into agreements for Ancillary Services with the**
13 **Credit Parties, with those agreements having dispute resolution provisions**
14 **similar to those in the Amended and Restated Loan Documents and with those**
15 **agreements being able to be enforced in accordance with their terms; and**
16 **WHEREAS,** **the Budget and Finance and Commerce Committees of the Legislative Council**
17 **recommend that the Nation: (a) grant a limited waiver of the sovereign**
18 **immunity of the Gaming Enterprise in favor of the Credit Parties to allow the**
19 **Amended and Restated Loan Documents to be enforced in accordance with their**
20 **terms, (b) grant a limited waiver of the sovereign immunity of the Gaming**
21 **Enterprise to allow it to enter into agreements with the Credit Parties for**
22 **Ancillary Services, with those agreements having dispute resolution provisions**
23 **similar to those in the Amended and Restated Loan Documents and with those**
24 **agreements being able to be enforced in accordance with their terms; (c) enter**
25 **into the Amended and Restated Non-Impairment Agreement with BofA, on terms**
26 **substantially the same as those set forth in the draft agreements reviewed by the**
27 **Committees; (d) grant a limited waiver of the sovereign immunity of the Nation**
28 **in favor of BofA, for the benefit of the Credit Parties, to allow the Amended and**
29 **Restated Non-Impairment Agreement to be enforced in accordance with its**
30 **terms; and (e) provide that the Amended and Restated Loan Documents and the**
31 **Amended and Restated Non-Impairment Agreement will be interpreted and**
32 **enforced under the substantive provisions of Arizona law and in accordance**
33 **with specified provisions relating to arbitration; and**

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1 **WHEREAS,** the Nation's best interests will be served by: the Gaming Enterprise obtaining
2 additional financing from the Credit Parties in accordance with the terms of the
3 Amended and Restated Loan Documents; the Gaming Enterprise being able to
4 enter into agreements with the Credit Parties for Ancillary Services, with those
5 agreements having dispute resolution provisions similar to those in the
6 Amended and Restated Loan Documents and with those agreements being able
7 to be enforced in accordance with their terms; the Nation entering into the
8 Amended and Restated Non-Impairment Agreement; the Nation granting the
9 requested limited waivers of sovereign immunity; and the Nation providing that
10 the Amended and Restated Loan Documents and the Amended and Restated
11 Non-Impairment Agreement will be interpreted and enforced under the
12 substantive provisions of Arizona law and in accordance with specified
13 provisions relating to arbitration; and

14 **WHEREAS,** capitalized terms used in this Resolution and its Exhibits, but not defined in this
15 Resolution or the Exhibits, have the meanings set forth in the Amended and
16 Restated Loan Documents and the Amended and Restated Non-Impairment
17 Agreement.

18 **NOW, THEREFORE, BE IT RESOLVED** that the Tohono O'odham Legislative Council hereby
19 approves and authorizes the following:

20 1. **Limited Waiver of the Gaming Enterprise's Immunity.** The Nation hereby
21 grants a limited waiver of the sovereign immunity of the Gaming Enterprise
22 from suit or action in favor of the Credit Parties on the terms set forth in Exhibit
23 A to this Resolution and in lieu of the provisions of Section 8(b)(2) of the Charter.
24 The Nation hereby grants a limited waiver of the sovereign immunity of the
25 Gaming Enterprise to enable the Gaming Enterprise to enter into agreements
26 for Ancillary Services with the Credit Parties, with those agreements having
27 dispute resolution provisions similar to those in Exhibit A to this Resolution, in
28 lieu of the provisions of Section 8(b)(2) of the Charter, and with those agreements
29 being able to be enforced in accordance with their terms.

30 2. **Approval of the Amended and Restated Non-Impairment Agreement and**
31 **Related Documents.** The Legislative Council authorizes and approves the
32 Amended and Restated Non-Impairment Agreement. The Nation's Chairman is
33 authorized to execute the Amended and Restated Non-Impairment Agreement
34 and to deliver it to BofA on behalf of the Nation, along with any and all other

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1 documents, certificates, financing statements, consents, representations, and
2 warranties required in connection with the Amended and Restated Loan
3 Documents or the Amended and Restated Non-Impairment Agreement, and to
4 take all other actions consistent with this Resolution and necessary to allow the
5 Gaming Enterprise to consummate the modification of the Syndicated Loan with
6 the Credit Parties. No further approval, consent, notice, or filing will be
7 required as a matter of Federal law or the Nation's law for the Nation's
8 Chairman to execute and deliver the Amended and Restated Non-Impairment
9 Agreement or other documents, certificates, financing statements, consents,
10 representations, and warranties required in connection with the Amended and
11 Restated Loan Documents or the Amended and Restated Non-Impairment
12 Agreement.

13 **3. Limited Waiver of the Nation's Immunity.** The Nation hereby grants a
14 limited waiver of the sovereign immunity of the Nation from suit or action in
15 favor of the Credit Parties on the terms set forth in Exhibit B to this Resolution.

16 **4. Applicable Laws.**

17 **A. The Amended and Restated Loan Documents and the Amended**
18 **and Restated Non-Impairment Agreement will be governed by, and construed in**
19 **accordance with: the laws of the State of Arizona, including Art. II, § 25, of the**
20 **Arizona Constitution relating to the impairment of contracts and the applicable**
21 **provisions of Arizona's version of the Uniform Commercial Code and without**
22 **giving effect to conflict of laws principles; applicable Federal law, including the**
23 **constitutional law of the United States prohibiting impairment of contracts;**
24 **applicable provisions of the Nation's Constitution; and this Resolution. For**
25 **purposes of this Resolution, the term "*Uniform Commercial Code*" will mean**
26 **Chapters 1, 8, and 9 of the Arizona Uniform Commercial Code (including the**
27 **definitions incorporated by reference into Section 47-9102(B) thereof) as in**
28 **effect from time-to-time.**

29 **B. The transactions contemplated under the Amended and Restated**
30 **Loan Documents and the Amended and Restated Non-Impairment Agreement**
31 **bear a reasonable relation to the State of Arizona, such that the Nation, the**
32 **Gaming Enterprise, and the Credit Parties may agree that the Uniform**
33 **Commercial Code will govern their rights and duties under the Amended and**
34 **Restated Loan Documents and the Amended and Restated Non-Impairment**

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Agreement. The method of the creation, the effect of perfection and non-perfection, the priority among competing creditors, and the enforcement of all security interests granted by the Gaming Enterprise or the Nation to the Credit Parties in accordance with the Amended and Restated Loan Documents and the Amended and Restated Non-Impairment Agreement will be governed by the Uniform Commercial Code, as defined above. For purposes of the security interests to be granted under the Amended and Restated Loan Documents and the Amended and Restated Non-Impairment Agreement, (i) the "location" of the Gaming Enterprise and the Nation will be Sahuarita, Arizona; and (ii) the office in which to file a financing statement to perfect a security interest in the Collateral will be the Office of the Secretary of State of Arizona, except for as-extracted collateral, timber to be cut, or goods that are or are to become fixtures. For purposes of Section 47-9109(D)(14) of the Uniform Commercial Code, the Nation acknowledges that the Gaming Enterprise is not a "governmental unit" of the State of Arizona or any other state in the United States.

C. If an arbitrator or court determines, for any reason, that the Uniform Commercial Code does not govern the rights and duties of the parties under the Amended and Restated Loan Documents or the Amended and Restated Non-Impairment Agreement, despite the parties' agreement to the contrary, then, in accordance with Title III, Laws of the Tohono O'odham Nation, Section 1-102, the Nation adopts Chapters 1, 8, and 9 of the Arizona Uniform Commercial Code (including the definitions incorporated by reference into Section 47-9102(B) of Chapter 9 and excluding Sections 47-9109(C)(2) and 47-9109(D)(14)) as in effect from time-to-time as the Nation's law that will govern the Amended and Restated Loan Documents and the Amended and Restated Non-Impairment Agreement, except that, for purposes of the security interests to be granted under the Amended and Restated Loan Documents or the Amended and Restated Non-Impairment Agreement, (i) the "location" of the Gaming Enterprise and the Nation will be Sahuarita, Arizona; and (ii) the office in which to file a financing statement to perfect a security interest in the Collateral will be the Office of the Secretary of State of Arizona, except for as-extracted collateral, timber to be cut, or goods that are or are to become fixtures.

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D. Any laws of the Nation that conflict with or are inconsistent with the provisions of this Resolution, the Amended and Restated Loan Documents, or the Amended and Restated Non-Impairment Agreement, other than the Nation's Constitution, will be inapplicable to the Amended and Restated Loan Documents, the Amended and Restated Non-Impairment Agreement, and the Collateral to the extent of any such conflict or inconsistency.

E. The Nation hereby adopts the following provisions as the Arbitration Provisions applicable to the Amended and Restated Loan Documents, the Amended and Restated Non-Impairment Agreement, and the transactions contemplated thereby, which provisions shall be enforceable as a law of the Nation: (i) the agreement of the Gaming Enterprise in the Amended and Restated Loan Documents, and the agreement of the Nation in the Amended and Restated Non-Impairment Agreement, to settle by arbitration any controversy or claim arising under the Amended and Restated Loan Documents, the Amended and Restated Non-Impairment Agreement, and the transactions contemplated thereby, are valid, irrevocable, and enforceable; and (ii) in any proceeding in the Nation's Courts relating to such claims: (a) the Nation's Courts will apply the procedural rules of the Nation's Courts and the substantive law of the jurisdiction selected by the parties to the Amended and Restated Loan Documents and the Amended and Restated Non-Impairment Agreement and authorized by these Resolutions; (b) if any suit or proceeding is brought in the Nation's Courts upon any issue referable to arbitration under the Amended and Restated Non-Impairment Agreement or the Loan Amended and Restated Documents, the Court, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration; (c) if any party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under the Amended and Restated Non-Impairment Agreement or the Amended and Restated Loan Documents petitions the Nation's Courts for an order directing that such arbitration proceed in the manner provided for in such agreement, the Court shall hear the parties and, upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is

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1 not in issue, the Court shall make an order directing the parties to proceed to
2 arbitration in accordance with the terms of the agreement; if there is a dispute
3 about whether a party has an obligation to arbitrate any issue, the Court shall
4 make an order directing the parties to proceed to arbitration in accordance
5 with the terms of the agreement to resolve that dispute; (d) an arbitration award
6 will not be subject to review or modification by the Nation's Courts for any
7 reason other than the circumstances described in 9 U.S.C. §§ 10-11; (e) when an
8 arbitration award requires the performance of any act other than the payment
9 of money, the Nation's Courts may direct the enforcement thereon in the
10 manner provided by law; and (f) to the extent permitted by federal law, the
11 jurisdiction of the Nation's Courts over any actions to enforce an agreement to
12 arbitrate, to compel arbitration pursuant to the Amended and Restated Loan
13 Documents, the Amended and Restated Non-Impairment Agreement, and these
14 Resolutions, and to enforce an order and award resulting from an arbitration
15 shall be concurrent with the jurisdiction of any state or federal court to the
16 jurisdiction of which the Nation has explicitly consented in the Amended and
17 Restated Loan Documents, the Amended and Restated Non-Impairment
18 Agreement, and in these Resolutions.

19 **5. Binding Obligation; Lien Priority; Impairment.**

20 **A. When fully executed, the Amended and Restated Loan Documents**
21 **will be valid, binding, and enforceable obligations of the Gaming Enterprise and**
22 **the Amended and Restated Non-Impairment Agreement will be a valid, binding,**
23 **and enforceable obligation of the Nation.**

24 **B. Upon the perfection of a lien by BofA (as administrative agent**
25 **under the Amended and Restated Credit Agreement and collateral agent under**
26 **the Security Agreement), the lien created by the Gaming Enterprise's pledge of**
27 **the Collateral under the Security Agreement will be superior to, and will have**
28 **first priority over, all other liens, and will be valid and binding from the time the**
29 **pledge is made as evidenced by the execution and delivery of the Amended and**
30 **Restated Loan Documents.**

31 **C. The Nation will take no action that would materially impair the**
32 **rights, liens, interests, and/or remedies provided in the Amended and Restated**
33 **Loan Documents without the prior written consent of the Credit Parties. The**
34 **Legislative Council finds that no provision of the Nation's Constitution or laws,**

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and no custom, would impair the Amended and Restated Loan Documents or the Amended and Restated Non-Impairment Agreement.

The foregoing Resolution was passed by the Tohono O'odham Legislative Council on the 18TH day of DECEMBER, 2017 at a meeting at which a quorum was present with a vote of 3,084.6 FOR; -0- AGAINST; -0- NOT VOTING; and [01] ABSENT, pursuant to the powers vested in the Council by Article VI, Section 1(d)(2) and 1(e) of the Constitution of the Tohono O'odham Nation, adopted by the Tohono O'odham Nation on January 18, 1986; and approved by the Acting Deputy Assistant Secretary - Indian Affairs (Operations) on March 6, 1986, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat.984).

TOHONO O'ODHAM LEGISLATIVE COUNCIL

Timothy C. Joaquin for
Timothy Joaquin, Legislative Chairman
20 day of December, 2017

ATTEST:
Evonne Wilson
Evonne Wilson, Legislative Secretary
19 day of December, 2017

Said Resolution was submitted for approval to the office of the Chairman of the Tohono O'odham Nation on the 20 day of December, 2017 at 9:22 o'clock, a.m., pursuant to the provisions of Section 5 of Article VII of the Constitution and will become effective upon his approval or upon his failure to either approve or disapprove it within 48 hours of submittal.

TOHONO O'ODHAM LEGISLATIVE COUNCIL

Timothy C. Joaquin for
Timothy Joaquin, Legislative Chairman

APPROVED
 DISAPPROVED

on the 20 day of December, 2017
at 6:10 o'clock, P.m.

Edward D. Manuel
EDWARD D. MANUEL, CHAIRMAN
TOHONO O'ODHAM NATION

RESOLUTION NO. 17-615

**(Relating to a Loan Transaction Among the Tohono O'odham Gaming Enterprise, as Borrower and: Bank of America, N.A., as Administrative Agent, L/C Issuer, Left Side Lead Arranger, Joint Bookrunner and a Lender; KEYBANK National Association, as Joint Lead Arranger, Joint Bookrunner and a Lender; Wells Fargo Securities, LLC, as Joint Lead Arranger and Joint Bookrunner; and U.S. Bank National Association as Syndication Agent and a Lender; and a syndicate of other financial institutions as additional Lenders)
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Returned to the Legislative Secretary on the 21 day of
December, 2017, at 11:45 o'clock, a.m.



Evonne Wilson, Legislative Secretary

ACTION: RELATING TO A LOAN TRANSACTION AMONG THE TOHONO O'ODHAM GAMING ENTERPRISE, AS BORROWER AND: BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT, L/C ISSUER, LEFT SIDE LEAD ARRANGER, JOINT BOOKRUNNER AND A LENDER; KEYBANK NATIONAL ASSOCIATION, AS JOINT LEAD ARRANGER, JOINT BOOKRUNNER AND A LENDER; WELLS FARGO SECURITIES, LLC, AS JOINT LEAD ARRANGER AND JOINT BOOKRUNNER; AND U.S. BANK NATIONAL ASSOCIATION AS SYNDICATION AGENT AND A LENDER; AND A SYNDICATE OF OTHER FINANCIAL INSTITUTIONS AS ADDITIONAL LENDERS

Moved: COUNCILWOMAN FRANCES MIGUEL

Second: COUNCILWOMAN JANICE FELIX

DATE: DECEMBER 18, 2017

DISTRICT	LEGISLATIVE REPRESENTATIVES	# OF VOTES	FOR	AGAINST	NOT VOTING	ABSENT
SIF Oidak 235.8	1. MARY LOPEZ ()	117.9	X			X
	2. LUCINDA ALLEN (<i>Absent</i>) (Yolonda Garcia) (<i>Present</i>)	117.9	X			
SELLS 527.2	1. ARTHUR WILSON ()	263.6	X			
	2. ADRIANNE TILLER (Idaleen Reyes)	263.6	X			
SCHUK TOAK 185.7	1. ANTHONY J. FRANCISCO JR. (Teresa F. Donahue)	92.85	X			
	2. QUINTIN C. LOPEZ (Agnes V. Joaquin)	92.85	X			
SAN XAVIER 232.3	1. DANIEL L.A. PRESTON III (Felicia Nunez)	116.15	X			
	2. JANICE FELIX ()	116.15	X			
SAN LUCY 231.1	1. JANA MONTANA (Diana Manuel)	115.55	X			
	2. GLORIA RAMIREZ (Lorraine Eiler)	115.55	X			
PISINEMO 225.9	1. CHESTER ANTONE (Caroline D. Garcia)	112.95	X			
	2. MONICA K. MORGAN ()	112.95	X			
HICKIWAN 209.0	1. LOUIS R. LOPEZ (Shirley Molina)	104.5	X			
	2. SANDRA D. ORTEGA ()	104.5	X			
GU VO 256.9	1. GRACE MANUEL ()	128.45	X			
	2. DALLAS LEWIS (Nacho Flores)	128.45	X			
GU ACHI 270.9	1. TIMOTHY L. JOAQUIN (Louis L. Johnson)	135.45	X			
	2. LORETTA LEWIS (Victoria Hobbs)	135.45	X			
CHUKUT KUK 337.7	1. BILLMAN LOPEZ (Patricia Vicenti)	168.85	X			
	2. VIVIAN JUAN-SAUNDERS (Juanita Homer)	168.85	X			
BABOQUIVARI 372.1	1. FRANCES MIGUEL (Roberta E. Harvey)	186.05	X			
	2. LEANDER MASE ()	186.05	X			
TOTAL		3,084.6	3,084.6	-0-	-0-	[01]