

**RESOLUTION OF THE GOVERNING BODY
OF THE
WASHOE TRIBE OF NEVADA AND CALIFORNIA**

WHEREAS, the Washoe Tribe of Nevada and California (“Washoe Tribe”) is organized under the provisions of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended, and its Constitution and Bylaws of the Washoe Tribe of Nevada and California, adopted on June 23, 1990, and approved by the Secretary of the Interior on July 20, 1990 (“Constitution”), to exercise certain rights of home rule and to be responsible for the general welfare of its membership; and

WHEREAS, under Article I of the Constitution, the Washoe Tribe has territorial jurisdiction over all tribal lands, including tribal trust lands located within Dresslerville Indian Colony, the Carson Indian Colony, the Woodfords Indian Community, the Stewart Indian Community (including Stewart Ranches, Clear Creek and Silverado properties), the Washoe Ranches and all tribal trust lands acquired by the Washoe Tribe after the adoption of the Constitution;

WHEREAS, under Article III and Article VI of the Constitution, the Washoe Tribal Council (“Tribal Council”) is the supreme governing body of the Tribe and has the authority to, among other things, manage all economic affairs and enterprises of the Washoe Tribe, create and regulate subordinate organizations for economic and public purposes and delegate powers to such organizations and approve or veto the sale or disposition of tribal assets and lands; and

WHEREAS, the Washoe Tribal Council chartered the Washoe Development Corporation (“WDC”) as a federally chartered tribal business corporation under Section 17 of the Indian Reorganization Act, 25 U.S.C. § 5124, which charter was approved by the Secretary of the Interior on November 29, 2006, and ratified by the Tribe on October 2, 2014 (“WDC Charter”), which WDC Charter grants WDC related development and contractual powers; and

WHEREAS, the WDC subsequently established a subdivision, Washoe Gaming Development (“WGD”), through WDC Board of Directors Res. No. 2014-WDC-03 dated Dec. 11, 2014, which operates pursuant to its charter (“WGD Charter”) that authorizes WGD to, among other things, enter into contracts; enter into leases, subleases and related agreements concerning gaming-eligible lands of the Washoe Tribe, as such are authorized by the Washoe Tribe; and to waive its sovereign immunity from suit subject to limitations specified in the WGD Charter; and

WHEREAS, the Washoe Tribe, WDC and WGD entered into the following agreements in 2015 with PCIGA Gaming Authority (“PCIGA”), an unincorporated instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe, related to PCIGA’s development, construction and operation of a gaming facility on the Washoe Tribe’s Washoe Indian Reservation lands near Gardnerville, Nevada:

1. Lease Agreement by and between WGD and PCIGA dated as of July 1, 2015, concerning certain land located on the Washoe Indian Reservation (“Lease”);
2. Purchase Agreement by and between WGD and PCIGA dated as of July 1, 2015 (“Purchase Agreement”);

3. Intergovernmental Agreement dated as of July 1, 2015 by and between Washoe Tribe and PCIGA (“Intergovernmental Agreement”);
4. Deposit Account Control Agreement among WDC, PCIGA and Bank of America, N.A. (“DACA”);
5. Non-Interference Agreement dated as of July 1, 2015 by and between WDC and PCIGA (“Non-Interference Agreement”, and collectively, with the Lease, Purchase Agreement, Intergovernmental Agreement and DACA, the “Existing Agreements”); and

WHEREAS, PCIGA has sustained years of operating losses from its operation of the Wa She Shu Casino (the “Gaming Facility”) resulting in a failure by the Washoe Tribe to receive meaningful gaming tax revenues from PCIGA’s operation of the Gaming Facility and a failure by WGD and WDC to realize meaningful economic returns under the terms of the Existing Agreements; and

WHEREAS, WDC and WGD have negotiated favorable terms for the termination of the Existing Agreements and the settlement of claims between the Washoe Parties and the PCIGA resulting in a substantial reduction in the purchase price of the Gaming Facility under the original terms of the Lease and Purchase Agreement; and

WHEREAS, the Tribal Council, WDC and WGD have negotiated the following agreements (“Transaction Documents”) to terminate the Existing Agreements, settle claims between the Washoe Parties and PCIGA and for the purchase by WDC of the Gaming Facility:

1. Mutual Termination and Release Agreement by and among the WGD, WDC, Washoe Tribe and PCIGA to terminate the Existing Agreements (“Release Agreement”);
2. Promissory Note in the amount of \$2,000,000 by WDC in favor of PCIGA (“WDC Note”);
3. Bill of Sale and Assignment by PCIGA to WDC, transferring ownership of specified personal property of PCIGA to WDC (“Bill of Sale”);
4. Grant Deed by PCIGA to WDC, granting its interests in improvements located on specified real property of the Washoe Tribe to WDC (“Grant Deed”);
5. Memorandum of Lease Termination by and between WGD as lessor and PCIGA as lessee, memorializing the termination of the Lease (“Lease Termination”); and

WHEREAS, certain of the Transaction Documents include limited waivers of the sovereign immunity of the Washoe Tribe, WDC and WGD to suit, consents by each to the application of Nevada laws, consents by each to the jurisdiction of state and federal courts in Nevada and waivers by each of the right to exhaustion of tribal remedies (“Dispute Resolution Provisions”); and

WHEREAS, the Tribal Council has determined that entry into the Transaction Documents is in the best interests of the Washoe Tribe and its people.

BE IT RESOLVED BY THE WASHOE TRIBAL COUNCIL that it hereby approves each of the Transaction Documents to which the Washoe Tribe is a party and authorizes the Chairman of the Washoe Tribe to execute, deliver and perform the Transaction

Documents to which the Washoe Tribe is a party and to take such other actions necessary to complete the transactions contemplated by the Transaction Documents; and

BE IT FURTHER RESOLVED by the Tribal Council, that it approves of the Dispute Resolution Provisions and hereby: grants a limited waiver of its sovereign immunity to PCIGA and certain related consents and waivers, in each case to the extent of and on the express terms set forth in Section 10 of the Release Agreement, which provisions are expressly incorporated into this resolution *mutatis mutandis*; and

BE IT FURTHER RESOLVED by the Tribal Council that it hereby determines that no laws, ordinances, resolutions or other actions of the Tribal Council, or any of the agencies or instrumentalities of the Washoe Tribe, either written or established by custom or tradition, prohibit the Tribal Council from enacting this Resolution or undertaking any foregoing actions authorized and approved by this Resolution; and

BE IT FURTHER RESOLVED by the Tribal Council that any resolutions or other actions of the Washoe Tribe, or any of its officers, employees, or agents, either written or established by tradition that are in conflict with or inconsistent with the terms of this Resolution are hereby to such extent superseded by such conflicting or inconsistent term. This Resolution shall supersede any prior or currently existing resolutions or other actions of the Washoe Tribe, or any of its officers, employees or agents, subdivisions, agencies or instrumentalities, that is contrary to the actions authorized or contemplated herein; and

BE IT FURTHER RESOLVED that this Resolution shall become effective as of the date and time of its passage and approval by the Tribal Council; and

BE IT FINALLY RESOLVED by the Tribal Council that no tribal or federal law requires the approval of the U.S. Secretary of the Interior with respect to the actions of the Washoe Tribe described herein.

CERTIFICATION

It is hereby certified that the Washoe Tribal Council is the governing body of the Washoe Tribe of Nevada and California composed of twelve (12) members of whom eleven (11), constituting a quorum, were present at a meeting duly held on the 17th day of March, 2023, and that the foregoing resolution was adopted by the affirmative vote of eight (8) for, two (2) against, and one (1) abstention pursuant to the authority contained in Article VI, Section 1(h) of the Amended Constitution and Bylaws of the Washoe Tribe of Nevada and California.


Autumn Burtt
Secretary-Treasurer
Washoe Tribe of Nevada and California

03/20/2023
Date

