

**AGREEMENT AMONG THE MICHIGAN CANNABIS REGULATORY AGENCY, THE  
MICHIGAN DEPARTMENT OF TREASURY, AND THE POKAGON BAND OF  
POTAWATOMI INDIANS**

This Agreement (the “**Agreement**”) is effective as of the Effective Date as defined herein, and is entered into by and between the Pokagon Band of Potawatomi Indians (the “**Tribe**”), the Cannabis Regulatory Agency (the “**Agency**”), and the Department of Treasury (the “**Department**,” and together with the Tribe and the Agency, the “**Parties**”). This Agreement is made pursuant to the Michigan Regulation and Taxation of Marihuana Act (the “**MRTMA**”), 2018 IL 1, MCL 333.27951 *et seq.*

**Recitals**

WHEREAS, the Parties desire to enter into an agreement that promotes economic development and improves public health and safety within the boundaries of the Tribe’s Indian lands in Michigan and in the State of Michigan (the “**State**”);

WHEREAS, the Tribe, a sovereign government, is a federally recognized Indian Tribe with Indian lands located within the State;

WHEREAS, Governor Gretchen Whitmer signed Executive Reorganization Order 2019-2 creating the Agency as a Type I agency within the Department of Licensing and Regulatory Affairs (LARA) pursuant to MCL 333.27001(1)(a)(d), and the Agency exercises its statutory powers, duties, and functions independently of LARA’s director, pursuant to MCL 16.103;

WHEREAS, the Department has been authorized by the Michigan Legislature to enter into this Agreement pursuant to MCL 333.27953(y)(ii);

WHEREAS, the Michigan Legislature passed the MRTMA in 2018 and thereafter amended the MRTMA to authorize the Agency to enter into an agreement with an Indian tribe regarding marijuana-related regulatory issues that involve the interests of the State and the Indian tribe;

WHEREAS, no term in this Agreement should be understood as a concession by any Party on a point of federal Indian law;

WHEREAS, the purpose of the Tribe’s payment to the State under Section 7 is to reimburse the State for the State’s costs of administering this Agreement;

WHEREAS, the Parties recognize that the Department’s sound administration of the terms in Section 7 requires those terms in each tribe’s bilateral agreement to be materially identical;

WHEREAS, the Parties recognize that laws can change and are willing to renegotiate the terms of this Agreement if they are legally authorized to do so;

WHEREAS, the Tribe has expressed its desire to conduct certain marijuana-related operations with State licensees;

WHEREAS, the Tribe is organized under a constitution, under which the Tribal Council is the governing body of the Tribe;

WHEREAS, under the Tribe's constitution, the Tribal Council is vested with the sovereign powers of the Tribe, including to make laws, regulate all business activities within the Tribe's jurisdiction, and enter contracts, including this Agreement with the Agency and Department;

WHEREAS, the Tribal Council has enacted Tribal laws, rules, and regulations, including to authorize certain marijuana related business activities within the Tribe's jurisdiction, along with the consumption of marijuana in certain areas by adults twenty-one (21) years of age or older;

WHEREAS, under the Tribal laws, rules, and regulations, the Tribe established a Tribal marihuana enforcement body to administer and enforce regulatory controls over marijuana-related business activities within the Tribe's jurisdiction, including through a system that licenses and regulates any tribal marijuana business owned by the Tribe;

WHEREAS, consistent with MCL § 333.27953(y)(iii), the Tribe has enacted the Tribe's Tax Revenue and Administration Code (Michigan), which imposes the Excise Tax;

WHEREAS, upon execution of this Agreement, the Tribe meets the definition of qualifying Indian tribe in MCL 333.27953(y); and

WHEREAS, the Parties, in recognition of the sovereign rights of the State and of the Tribe and in a spirit of cooperation in the interests of the citizens of the State and the members of the Tribe, have engaged in good faith negotiations recognizing and respecting the interests of each Party and have agreed to this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### **1. Purpose and Intent**

The Parties share a strong interest in ensuring that marijuana cultivation, processing, sales, testing, and transportation on Indian lands and throughout Michigan are well-regulated to protect public health and safety. The Parties have entered into this Agreement in order to strengthen their ability to meet these mutual interests and to provide a framework for cooperation to ensure a robust Tribal and State regulatory and enforcement system.

The Parties agree that it is in their best interests to enter into this Agreement to enhance public health and safety, promote a well-regulated marijuana market, encourage economic development on Indian lands, and provide fiscal benefits to both the Tribe and the State.

### **2. Reference to State Law**

References in this Agreement to "State law" or a specific act or statute shall refer to State of Michigan law or the act or statute as presently enacted and subsequently amended.

### **3. Definitions**

All definitions included in the MRTMA apply to this Agreement unless otherwise indicated herein. The terms "marijuana" and "marihuana" are used interchangeably and have the same meaning.

- a. "Agency" means the Cannabis Regulatory Agency or any successor agency.

- b. “Agreement” means this agreement between the Parties, as it may be amended according to the terms set forth herein.
- c. “Department” means the Department of Treasury.
- d. “Excise tax” means a tax or fee based on the sales price of marijuana at a rate equal to or greater than the rate established under the MRTMA, MCL 333.27963(1). *See* MCL 333.27953(y)(iii). The term “sales price” is defined in Mich Admin Code, R 205.150.
- e. “State licensee” means a person holding a State license under the MRTMA.
- f. “Statewide monitoring system” means the statewide seed-to-sale marijuana tracking database.
- g. “Transaction” means the sale, purchase, or other transfer of marijuana.
- h. “Tribal laws, rules, and regulations” means the Tribe’s laws, rules, and regulations regarding marijuana businesses licensed and/or operated by the Tribe.
- i. “Tribal marijuana enforcement body” means the Tribe’s regulatory entity responsible for enforcing the tribal laws, rules, and regulations.
- j. “Tribal marijuana grower” means a person authorized by the Tribe and under this Agreement to cultivate marijuana and sell or otherwise transfer marijuana to marijuana establishments or tribal marijuana businesses.
- k. “Tribal marijuana processor” means a person authorized by the Tribe and under this Agreement to purchase or obtain marijuana from marijuana establishments or tribal marijuana businesses, process and package marijuana, and sell or otherwise transfer marijuana to marijuana establishments or tribal marijuana businesses.
- l. “Tribal marijuana retailer” means a person authorized by the Tribe and under this Agreement to obtain marijuana from marijuana establishments or tribal marijuana businesses and to sell or otherwise transfer marijuana to marijuana establishments or tribal marijuana businesses and to individuals who are 21 years of age or older.
- m. “Tribal marijuana transporter” means a person authorized by the Tribe and under this Agreement to transport marijuana.
- n. “Tribal member” means an enrolled member/citizen of the Tribe.

#### **4. General Provisions**

##### **4.1 Tribe’s Limited Waiver of Sovereign Immunity.**

The Tribe expressly waives its sovereign immunity for the purpose of subjecting the Tribe to the jurisdiction of State of Michigan courts for the sole purpose of enforcing this Agreement, including, but not limited to, the Dispute Resolution provisions in Section 11. No pledge of specific assets by the Tribe is necessary to satisfy any judgment or decision obtained in a State of Michigan court action contemplated by this Subsection. The Tribe also expressly waives the jurisdiction of its Tribal Court and Court of Appeals with respect to any claim or cause of action arising out of or within the scope of this Agreement, including, but not limited to, any claim or cause of action initiated by the Tribe.

4.2 State's Limited Waiver of Sovereign Immunity. The Department and the Agency hereby acknowledge that, pursuant to the legislative waiver of immunity contained in the Court of Claims Act, MCL 600.6401 et seq., the State has consented to suit in State court sufficient for the purposes of the administration and enforcement of the terms of this Agreement. In the absence of legislative modification, these limited waivers shall survive the termination of this Agreement.

4.3 Tribe Does Not Submit to State Jurisdiction. By entering into this Agreement, the Tribe does not concede that the laws of the State apply to the Tribe, its businesses, agents, or Tribal members regarding activities and conduct within Indian lands. This Agreement does not increase or reduce the jurisdiction of either the Tribe or the State.

4.4 Effective Date. This Agreement shall become effective upon execution of this Agreement on behalf of the Agency and Department, the Tribe's governing body adopting a resolution authorizing the execution of this Agreement and expressly authorizing the waiver of sovereign immunity and waiver of tribal court jurisdiction in Section 4.1, and execution of this Agreement on behalf of the Tribe.

## **5. Notice of Tribal Marijuana Businesses**

Upon execution of this Agreement, the Tribe will provide to the Agency and the Department the following information for each of the Tribe's tribal marijuana businesses existing at the time of the execution of this Agreement:

- a. Name of the tribal marijuana business;
- b. Name, phone number, and email address for the manager or agent of the business;
- c. Federal Employer Identification Number of the business, if applicable;
- d. Physical and mailing address of the business;
- e. Type of business; and
- f. Certification that the location is on the Tribe's Indian lands.

At least thirty (30) calendar days prior to the opening of any tribal marijuana business, the Tribe shall provide the Agency and the Department the above-referenced information through a written notice pursuant to Section 13.

At least fourteen (14) calendar days prior to the closing of any tribal marijuana business, the Tribe will provide to the Agency and the Department the following information through a written notice pursuant to Section 13:

- a. Name of the tribal marijuana business;
- b. Name, phone number, and email address for the manager or agent of the business;
- c. Physical and mailing address of the business;
- d. Type of business; and
- e. Expected date of closure.

## 6. Tribal Marijuana Business Operations

6.1 Tribal Laws, Rules, and Regulations. The Tribe will provide, or otherwise make available, to the Agency a current copy of its tribal laws, rules, and regulations related to marijuana upon execution of this Agreement. The Tribe agrees to notify the Agency and provide, or otherwise make available, copies of any changes to tribal, laws, rules, and regulations within fourteen (14) days after the date of adoption by the Tribe. The Tribe will provide the Agency current copies of tribal laws, rules, and regulations and other internal policies of the Tribe upon request.

6.2 Compliance with Tribal Laws, Rules, and Regulations. The Tribe will require each of its tribal marijuana businesses to operate in accordance with its tribal laws, rules, and regulations. The Tribe shall inform each of its tribal marijuana businesses of the terms of this Agreement, including its administrative and enforcement provisions. To the extent that this Agreement imposes duties or obligations upon a tribal marijuana business, the Tribe shall take appropriate steps under tribal laws, rules, and regulations to require each of its tribal marijuana business to perform those duties or obligations.

6.3 Transactions with State Licensees. A tribal marijuana business may purchase marijuana from, sell marijuana to, or transfer marijuana to or from a State licensee consistent with the terms of this Agreement. All transactions between a tribal marijuana business and a State licensee must be compliant with all rules and regulations applicable to a State licensee, and all marijuana sold to, purchased from, or transferred to or from a State licensee must fully comply with all State packaging, testing, and labeling requirements. Notwithstanding the above, the Parties acknowledge and agree that the Tribe will implement this Section by enacting tribal laws, rules, and regulations in the above-described areas, which shall be substantively similar to the corresponding State laws in such areas, and a tribal marijuana business will be subject to such tribal laws, rules, and regulations and shall not be subject to any such State laws when operating on Indian lands. This Agreement does not authorize any transaction with a State licensee of marijuana that originated from a source that would not otherwise be authorized under the MRTMA.

6.4 Use of the Statewide Monitoring System. Marijuana sold to, purchased from, or transferred to or from a State licensee must be entered in the statewide monitoring system in accordance with the administrative rules applicable to State licensees, such that the marijuana can be traced in the statewide monitoring system from its origin to its final sale or destruction, including results for all testing required. All test results must be entered into the statewide monitoring system by a marijuana safety compliance facility.

6.5 Retail Sales. Retail sales of marijuana by a tribal marijuana business must be conducted in accordance with tribal laws, rules, and regulations. All marijuana sold by a tribal marijuana retailer to a State licensee must comply with the provisions of Subsections 6.3 and 6.4.

6.6 Growing and Processing. Growing and processing of marijuana by a tribal marijuana business must be conducted in accordance with tribal laws, rules, and regulations. All marijuana (i) grown by a tribal marijuana grower and/or processed by a tribal marijuana processor, and (ii) sold to State licensee, must comply with the provisions of Subsections 6.3 and 6.4.

6.7 Testing. All testing of marijuana required under tribal laws, rules, and regulations and this Agreement must be conducted by a marijuana safety compliance facility that is not owned in whole or in part, directly or indirectly, by the Tribe.

6.8 Secure Transport. The Tribe's tribal marijuana transporter may transport marijuana and money from the Tribe's Indian lands to a state licensee or a tribal marijuana business, and from a state licensee or tribal marijuana business to the Tribe's Indian lands, in accordance with the Tribe's tribal laws, rules, and regulations. Prior to authorizing the transport of marijuana under this Section, the Tribe shall adopt laws, rules, and regulations that are substantially equivalent to the State's laws, rules, and regulations that apply to a marijuana secure transporter transporting marijuana. If the Tribe's tribal marijuana transporter fails to comply with the requirements of this Section, the Agency may prohibit the Tribe's tribal marijuana transporters from transporting marijuana outside Indian lands under this Section. A tribal marijuana transporter shall carry a copy of this Agreement in the vehicle while transporting marijuana. The Parties acknowledge that this Agreement does not supersede any local, state, or federal laws off Indian lands.

6.9 Transition Period. Upon the effective date set forth in Section 4.4 of this Agreement, there shall begin a "**Transition Period**," continuing until the earlier of (i) 60 days from the date this Agreement takes effect, or (ii) on such date when either the Agency or the Tribe notifies the other Parties in writing that the Transition Period has ended.

a. During the Transition Period, the Tribe's tribal marijuana businesses may enter into the statewide monitoring system marijuana from the tribal marijuana business's existing inventory that originated from a source that would not otherwise be authorized by the MRTMA.

b. Notwithstanding any other provisions of this Agreement, marijuana entered into the statewide monitoring system during the Transition Period pursuant to Subsection 6.9(a) may be sold or otherwise transferred to a State licensee so long as all of the following conditions are met:

i. the marijuana complies with all requirements of Section 6.3 of this Agreement except for the requirement that the marijuana originate from a source authorized by the MRTMA;

ii. a State-licensed marijuana safety compliance facility has entered test results into the statewide monitoring system and the test results indicate the marijuana passed all tests required by the state; and

iii. for vape cartridges, the vape cartridge has been tested by a State-licensed marijuana safety compliance facility no earlier than October 1, 2024, and the marijuana passed all tests required by the State currently in effect, including requirements pertaining to Vitamin E Acetate and Medium Chain Triglycerides (MCTs).

## 7. **Taxation and Revenue Sharing**

7.1 Tribal Excise Tax. The Tribe must impose the Excise Tax on each sale of marijuana from the Tribe's tribal marijuana business to a person other than a tribal marijuana business or a marijuana establishment. See MCL 333.27953(y)(iii).

7.2 Tribal Excise Tax Retention and Use. The Tribe may retain and determine the use of revenue from the Excise Tax on sales of the following:

a. Marijuana cultivated and processed only on Indian Lands of one or more qualifying Indian tribes. See MCL 333.27953(y)(ii)(A).

- b. Marijuana purchased by an enrolled member or enrolled citizen of an Indian tribe with Indian lands located in Michigan.

7.3 State Excise Share Payment. The revenue described in Subsection 7.2 is tribal tax revenue and is not State money. *See* MCL 333.27953(y)(ii)(A). Except for the revenue described in Subsection 7.2, the revenue from the Excise Tax will be used to calculate payments to the State under Subsection 7.3(a). *See* MCL 333.27953(y)(ii)(B).

- a. The Tribe will pay the State 13% of the revenue from the Excise Tax, subject to the limitation described in Subsection 7.2.

- b. Notwithstanding Subsection 7.3(a), the total payment to the State under Subsection 7.3(a) will not exceed \$50,000 per calendar year, indexed to inflation by multiplying that amount by the ratio of the consumer-price index for all urban consumers (CPI-U) for the previous year to the CPI-U for 2024. If the Agreement is not in effect for the entirety of a given calendar year, the dollar amount stated in this Subsection will be prorated according to the number of days the Agreement was in effect.

- c. The Tribe must remit to the Department a payment of the amount described in Subsection 7.3(a) for each calendar quarter in which this Agreement is in effect. If a payment for a calendar quarter is received more than 45 days after the close of that calendar quarter, the payment must include interest calculated in accordance with section 23 of the Revenue Act, MCL 205.23(2). All payments must be remitted in a form and manner reasonably prescribed by the Department.

- d. Any underpayment or overpayment must be addressed in accordance with Subsection 7.4(c) or 7.4(d).

7.4 Verification of Excise Share Payments.

- a. For a calendar year in which the Tribe paid the State an amount less than the dollar amount stated in Subsection 7.3(b), the Department may review the books and records of the Tribe and, in accordance with Subsection 6.2, of its tribal marijuana businesses for the sole purpose of verifying the amount remitted under Subsection 7.3. At least 30 days before the Department conducts such a review, the Department must notify the Tribe of the taxable period or periods it intends to review. Notwithstanding the above, the Department may not conduct any review more than once per calendar year unless it has reason to believe that an amount remitted is inaccurate. Reviews will be conducted during normal business hours at a date and time agreed to in advance by the Tribe and the Department.

- b. The Department's review under Subsection 7.4(a) must be confidential, and conducted with due professional care, planning, and supervision by Department personnel having familiarity with Michigan's Indian tribes. The Department must provide the Tribe with a written report detailing its review process and its findings and conclusions.

- c. If a review under Subsection 7.4(a) reveals that the Tribe has overpaid the Department, the Tribe may request a credit or refund in a form and manner reasonably prescribed by the Department. A refund issued more than 45 days after the Tribe requested the refund will accrue interest in accordance with section 30 of the Revenue Act, MCL 205.30(1).

- d. If a review under Subsection 7.4(a) reveals that the Tribe has underpaid the Department, the Department will give the Tribe written notice of the underpayment. Within 60 days of that notice, the Tribe must either remit the amount of the underpayment or notify the Department in writing that it

disputes the amount of the underpayment, in which case the Tribe may delay remittance of the disputed amount pending resolution of the disagreement under Section 11, subject to Subsection 7.5.

7.5 Remedies. Notwithstanding the limitations set forth in Subsection 11.7 of this Agreement, a Party seeking to resolve a dispute arising from this Section 7 may request relief limited to the actual amount in dispute, including interest under Subsection 7.3.

## **8. Inspections**

8.1 Regular Inspections. The tribal laws, rules, and regulations shall require the tribal marijuana enforcement body to conduct regular onsite inspections of its tribal marijuana businesses to ensure compliance with tribal laws, rules, and regulations and this Agreement.

8.2 By Written Request. The Agency may make a written request that the tribal marijuana enforcement body conduct an inspection of a tribal marijuana business to ensure compliance with tribal laws, rules, and regulations and this Agreement. Upon receipt of such a request, the tribal marijuana enforcement body shall work with the Agency to schedule an inspection of the tribal marijuana business during which a representative of the Agency may be present. If no such inspection is conducted within thirty (30) days from the date the tribal marijuana enforcement body receives the request, upon at least 48 hours' notice to the tribal marijuana enforcement body, the Agency may conduct an inspection of the tribal marijuana business during which a representative of the tribal marijuana enforcement body and/or a representative designated by the Tribe may be present.

8.3 Expedited Inspections. In extraordinary circumstances, when the Agency has a reasonable basis to believe that possible non-compliance with tribal laws, rules, and regulations or this Agreement presents a significant risk to public health, safety or welfare, the Agency shall provide the Tribe and the tribal marijuana enforcement body with a written request that the tribal marijuana enforcement body conduct an inspection of the tribal marijuana business within 72 hours of the request, during which inspection a representative of the Agency may be present. Such a request shall include information supporting the urgent need to conduct an inspection. If no such inspection is conducted within 72 hours from the date the Tribe receives the request, upon at least 48 hours' notice to the Tribe, the Agency may conduct an inspection of the tribal marijuana business during which a representative of the tribal marijuana enforcement body and/or a representative designated by the Tribe may be present.

8.4 Inspections of Tribal Marijuana Transporter Transporting Marijuana. The Agency may inspect a tribal marijuana transporter transporting marijuana outside Indian lands. If the Agency performs an inspection under this Subsection, the Agency shall provide written notice to the Tribe of the inspection and the reason for the inspection not later than 24 hours after completing the inspection.

8.5 Inspection Results. Each entity that performs an inspection pursuant to this Agreement will generate a written report reflecting the complete findings and observations of its inspection. Within fourteen (14) days from the inspection, the inspecting entity will make a copy of its written report available for review at the request of the Agency, the Tribe, or the tribal marijuana enforcement body. The inspecting entity will maintain a copy of the report for at least sixty (60) days following the inspection. Should a Party have concerns arising from the inspection or the report, within fourteen (14) days from reviewing the report, the Party will provide written notice of its concerns to the other Party pursuant to Section 13.

## 9. Public Health and Safety

9.1 Notice of Public Health and Safety Threat. The tribal laws, rules, and regulations shall require the tribal marijuana enforcement body to notify the Agency of a threat to public health, safety or welfare arising from the operation of a tribal marijuana business by 5:00 p.m. on the next business day after becoming aware of the threat. A written notice under this Subsection shall be provided under Section 13 and shall include the name of the tribal marijuana business at issue, the date the tribal marijuana enforcement body became aware of the threat, and any information relevant to help the tribal marijuana enforcement body and the Agency assess the threat.

9.2 Suspension of Transactions with State Licensees. The tribal laws, rules, and regulations shall authorize the tribal marijuana enforcement body to take any actions necessary to prevent the tribal marijuana business from transacting business with any State licensee (“**Summary Action**”), including by suspending the tribal marijuana business’s access to the statewide monitoring system if the tribal marijuana enforcement body finds that the public health, safety or welfare is threatened by the continued operation of a tribal marijuana business. Additionally, the Agency may take Summary Action if the Agency finds that the public health, safety, or welfare is threatened by the continued operation of a tribal marijuana business, provided that before taking any Summary Action, the Agency: (a) uses best efforts to consult with the tribal marijuana enforcement body on the necessity of the Summary Action; and (b) reasonably determine that the threat cannot be immediately resolved through less severe measures. The Agency shall promptly terminate the Summary Action upon the Agency determining that the continued operation of the tribal marijuana business no longer presents the threat. By 5:00 p.m. on the next business day after taking Summary Action pursuant to this Subsection, the acting Party shall notify the Tribe, the tribal marijuana enforcement body, and the Agency of the action by providing written notice pursuant to Section 13, which shall contain the name of the tribal marijuana business at issue, the date and nature of the action(s) taken, and any information relevant to the acting Party’s finding. During any time that a tribal marijuana business’s access to the statewide monitoring system is suspended or terminated, the tribal marijuana business will not receive, purchase, sell, transport, or otherwise transfer any marijuana to or from a State licensee. If any Party disagrees with a Summary Action taken under this Section, the Party may initiate a Dispute under Section 11, during the pendency of which Dispute the Summary Action shall remain in effect until such time the acting Party determines that the continued operation of the tribal marijuana business no longer presents a threat.

For any Summary Action under this section, best efforts shall consist of the Agency: (i) calling and emailing the tribal marijuana enforcement body representative listed in Section 13 below promptly upon considering Summary Action; (ii) describing the threat to the representative; and (iii) obtaining and considering the representative’s input on the necessity of Summary Action. If the representative does not answer the call, the Agency shall leave a voicemail. Any voicemail or email to the representative shall: (iv) indicate that it relates to potential Summary Action under Section 9.2; (v) describe the threat; (vi) state the manner in which the representative must respond; and (vii) state the deadline for the representative to respond, which the Agency shall reasonably determine based on the nature of the threat.

9.3 Reports of Adverse Reaction. The Tribe shall require that its tribal laws, rules, and regulations require that its tribal marijuana businesses enter any report of an adverse reaction to marijuana cultivated, processed, sold or transferred by a tribal marijuana business into the statewide monitoring system by 5:00 p.m. on the next business day after becoming aware of the adverse reaction.

## 10. Jurisdictional Coordination

10.1 Matters of Mutual Concern. To maintain robust and effective regulatory systems, the Parties will coordinate and work cooperatively on cross-jurisdictional matters including but not limited to the following:

- a. Traceability of marijuana sales to State licensees, including any updates or information related to the statewide monitoring system and access thereto;
- b. Labeling, packaging, testing, and safety of marijuana;
- c. Regulatory updates or issues experienced by the Agency, tribal marijuana enforcement body, or the Tribe;
- d. Timeliness and accuracy of money transfers between the Tribe and the Department; and
- e. Management of any sensitive or confidential information related to the above.

10.2 Ongoing Relationship. To foster good faith collaboration and cooperation in carrying out the intent and purpose of this Agreement:

- a. Regulatory and Government Meetings. Representatives of the Tribe, the Department, and the Agency shall attend an annual summit together with representatives of other tribes that are signatories to an agreement entered into pursuant to MCL § 333.27957(2)(b). The purpose of this summit is to provide a forum to discuss matters relating to activities undertaken pursuant to such agreements. The first summit shall be called by the Agency and held in Lansing before December 31, 2025. The Agency, the Department, and the tribes will endeavor to give notice of agenda items in advance of the meeting. Prior to adjourning a summit, the tribes, the Department, and the Agency shall set the time and place for the next summit which shall be approximately one year later.
- b. Agency's Tribal Representative. The Agency will identify for the Tribe an individual whose duties include interacting with or attending to matters related to this Agreement.
- c. Changes in Federal Marijuana Schedule Classification. Any Party may request a meeting to discuss amendment, modification, or termination of this Agreement if the classification of marijuana as a Schedule I drug under federal law is altered in any way or if federal policy regarding the enforcement of marijuana laws materially changes.
- d. Agency-Tribal Consultation. The Agency will coordinate and implement good faith tribal consultation that at minimum comports with Agency's tribal consultation policy.

## 11. Dispute Resolution

11.1 Desire to resolve disputes amicably. The Parties wish to prevent disagreements regarding, and violations of, this Agreement whenever possible, and to resolve any such disagreements and/or violations quickly, effectively, and amicably whenever they may occur.

11.2. Process Required. Any dispute arising out of or relating to this Agreement shall be resolved by the procedures set forth in this Section, except as provided herein. In order to resolve disputes by informal means whenever possible, the Parties agree to meet and confer under Subsection 11.4 before engaging in the processes provided in Subsections 11.5 and 11.6. No Party may petition any court to enforce this Agreement unless (a) the dispute resolution process described in Subsections 11.3 through 11.5 has been followed in good faith to completion without successful resolution or (b) a Party fails to enter into the dispute resolution process described in Subsections 11.3 through 11.5 within the timeframes set forth in those Subsections.

11.3. Notification of Violation. If any Party believes a violation of this Agreement has occurred, it shall notify the other Parties in writing, pursuant to Section 13. The notice shall state the nature of the alleged violation and any proposed corrective action or remedy.

11.4 Meet and Confer. Upon receipt of a written notice described in Subsection 11.3 above, the affected Parties shall convene an in-person or remote meeting or meetings between representatives of the affected Parties to attempt in good faith to resolve the dispute by negotiation. The meeting must be convened within fifteen (15) days after the receiving Party's receipt of the written notice described in Subsection 11.3, or within such other time agreed to in writing by the affected Parties. Representatives of each affected Party will come to the meeting with the authority to settle the dispute. If the dispute is resolved, the resolution will be memorialized in a writing signed by the affected Parties.

11.5 Mediation. If the affected Parties are unable to resolve the dispute within sixty (60) days after receipt of the initial written notice, an affected Party may request that the Parties engage the services of a mutually agreed-upon qualified mediator to assist them in attempting to negotiate a resolution. Such a request for mediation must be served upon the other Parties in writing. If the affected Parties agree to pursue mediation, costs for the mediator will be divided equally among the participating Parties. The participating Parties will pursue the mediation process in good faith until the dispute is resolved or until ninety (90) days after all participating Parties have received the mediation request, whichever occurs first. The participating Parties may continue mediation after the 90-day period by mutual written agreement. If the participating Parties cannot agree on a format for the mediation process, the format will be determined by the mediator. If a Dispute is resolved, the resolution will be memorialized by the mediator in a writing signed by the participating Parties, which will bind the participating Parties. The affected Parties may mutually agree at any point to waive the procedures set forth in this Subsection and proceed directly to the Litigation procedures set forth in Subsection 11.6 below.

11.6 Litigation. If the affected Parties are unable to resolve the dispute(s) through good faith negotiations and/or mediation, or if an affected Party fails to engage in the dispute resolution proceedings described in Subsections 11.3 through 11.5, above, a Party may file an action in a Michigan state court of competent jurisdiction to resolve questions of law and facts. The Parties further reserve the right to exhaust all available appellate options.

11.7 Remedies. A Party shall not ask a court to render a decision on any issue on which the Parties have reached agreement. Except as otherwise provided in Section 7 of this Agreement, remedies shall not include an award of monetary damages or costs, or injunctive or other equitable relief, of any kind.

11.8 Effect of Termination. The provisions of this Section do not survive the termination of this Agreement pursuant to Section 12. In the event this Agreement is terminated pursuant to Section 12, such termination is not subject to the provisions of this Section.

## **12. Termination**

12.1 Termination Without Cause. A Party may terminate this Agreement by giving written notice to the other Parties of its intention to terminate. The notice shall state a termination date which shall not be sooner than (i) 90 days from the date of the notice, and (ii) five years from the Effective Date of this Agreement.

### 12.2 Termination With Cause.

a. A Party may terminate this Agreement with cause if any other Party materially breaches this Agreement, and the breaching Party fails to cure such material breach within thirty (30) days after the breaching Party's receipt of written notice of the material breach, which notice shall state the nature of the alleged violation and any proposed corrective action or remedy.

b. If the Agency determines in its reasonable judgment that all or part of this Agreement (i) creates a threat to public health, safety, or welfare, and/or (ii) inhibits the Agency's ability to carry out its duties under State law, the Agency may terminate this Agreement with cause, after sixty (60) days' notice to the other Parties, which notice shall state the reason for the termination.

12.3 Termination Upon Change in Legal Status. If the classification of marijuana as a Schedule I drug is altered in any way, federal marijuana enforcement policy changes, or a legislative enactment materially modifies the statutory scheme governing the taxation or regulation of marijuana, the Parties agree to meet and discuss the need to modify this Agreement. If such modifications cannot be agreed upon, then any Party may terminate this Agreement upon sixty (60) days written notice.

12.4 Termination Upon Revocation of Sovereign Immunity Waiver. This Agreement shall terminate automatically if the waiver of tribal sovereign immunity or waiver of tribal court jurisdiction contemplated by Sections 4.1 and 4.3 is revoked, rescinded, or otherwise rendered invalid, ineffective, or incomplete. In the event that termination under this subsection occurs, the Tribe must provide written notice to the Agency and the Department pursuant to Section 13 within ten (10) business days of the terminating event.

12.5 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual written agreement of the Parties.

## **13. Communications and Notices**

Except as otherwise expressly provided in this Agreement, all communications and notices among the Parties shall be sent via email to the receiving Party's email address below. An email sent pursuant to this Section shall be deemed a written notice by the Parties. Any communications and notices

that are required or permitted to be sent via mail shall be sent to the receiving Party's mailing address below.

For the Tribe:

Tribal Council Chairperson  
Pokagon Band of Potawatomi Indians  
58620 Sink Road  
Dowagiac, MI 49047

With copy to:

Office of General Counsel  
Pokagon Band of Potawatomi Indians  
58620 Sink Road  
Dowagiac, MI 49047

For the Tribal Marijuana Enforcement Body:

Executive Director  
Cannabis Regulatory Commission  
58620 Sink Road  
Dowagiac, MI 49047

With copy to:

Office of General Counsel  
Pokagon Band of Potawatomi Indians  
58620 Sink Road  
Dowagiac, MI 49047

[Bradley.Vanzandt@pokagonband-nsn.gov](mailto:Bradley.Vanzandt@pokagonband-nsn.gov)

[Ed.Williams@pokagonband-nsn.gov](mailto:Ed.Williams@pokagonband-nsn.gov)

The above email addresses, as may be modified, may be changed through written notice sent via mail to the Agency and Department.

For the Agency:

Attn: Tribal Liaison  
Department of Licensing & Regulatory Affairs  
Cannabis Regulatory Agency  
P.O. Box 30205  
Lansing, Michigan 48909  
CRA\_Tribal@michigan.gov

For the Department:

Attn: Tribal Liaisons  
Michigan Department of Treasury  
Bureau of Tax Policy  
P.O. Box 30823  
Lansing, MI 48909  
Treas\_tax\_policy@michigan.gov

#### **14. Miscellaneous Provisions**

14.1 Term. This Agreement shall remain in effect for a term of ten (10) years, unless the Parties otherwise mutually agree in writing within that time frame. The Agreement shall be automatically renewed for successive periods of ten (10) years, unless a Party provides written notice to the other, no later than one hundred eighty (180) days before the expiration of the then-current ten (10) year period, that it wishes to modify the terms of the Agreement.

14.2 Amendment. No amendment or alteration of this Agreement shall arise by implication or

course of conduct. This Agreement may be altered only by a subsequent written document, signed by the Parties, expressly stating the Parties' intention to amend this Agreement.

14.3 Severability. The provisions of this Agreement are severable. If any provision or term, in whole or in part, is found to be invalid by a court of competent jurisdiction, such decision will not affect the validity of the remaining portion of this Agreement.

14.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14.5 Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.6 No Third-Party Beneficiaries. No third-party shall be considered a beneficiary of this Agreement.

14.7 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all previous agreements (whether written or oral) concerning the subject matter hereof.

14.8 Captions and Headings. The headings within this Agreement are inserted for convenience of reference and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

14.9 Sharing of Sensitive Information. The Parties have drafted this Agreement with the intent to minimize the sharing of sensitive or confidential information among the Parties by requiring the sharing among the Parties of only such information that is necessary to carry out the terms of this Agreement. Nothing in this Agreement is intended to limit or expand any Party's obligation to disclose information otherwise required by law, including any obligation to disclose public records under the Freedom of Information Act. The Tribe and the Agency will coordinate to develop best practices for sharing information required under this Agreement.

[SIGNATURE PAGE]

Matthew Wesaw<sup>1</sup>

MATTHEW WESAW  
TRIBAL COUNCIL CHAIRMAN

9.29.2025

DATE

Samuel Morseau

SAMUEL MORSEAU  
TRIBAL COUNCIL SECRETARY

9.29.2025

DATE

Bill H.

MICHIGAN CANNABIS REGULATORY AGENCY

9/29/2025

DATE

Kathleen Oubanks

MICHIGAN DEPARTMENT OF TREASURY

DATE