



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 18-23

of the

### SQUAXIN ISLAND TRIBAL COUNCIL

**WHEREAS**, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965;

**WHEREAS**, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of the tribal members, and with protecting and managing the lands and treaty resources and rights of the Tribe;

**WHEREAS**, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education, and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe;

**WHEREAS**, the Tribe is a federally recognized Indian Tribe possessing reserved power, including powers of self-government;

**WHEREAS**, the Tribe intends to establish and has established one or more brokerage accounts with Charles Schwab & Co., Inc. ("Schwab");

**WHEREAS**, the sovereign authority of the Tribe includes the power to determine the places and circumstances under which the Tribe can be sued and can be required to perform its contracts, commonly called "sovereign immunity";


**WHEREAS**, the Tribe and Schwab desire to enter into an enforceable contract concerning brokerage accounts including methods to resolve disputes if any should arise.

**NOW THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Council hereby approves the limited waiver of sovereign immunity as stated in the Addendum attached hereto;

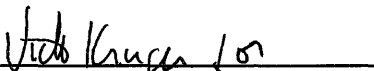
**NOW THEREFORE BE IT FINALLY RESOLVED**, that the Tribal Council hereby authorizes its Chairman or Tribal Administrator Kris Peters to execute the Addendum to Schwab Brokerage Account Application.

**CERTIFICATION**

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 12<sup>th</sup> day of April, 2018, at which time a quorum was present and was passed by a vote of 4 for and 0 against with 0 abstentions.

  
Arnold Cooper, Chairman

Attested by:   
Steven Dorland, Secretary

  
Charlene Kruse, Vice Chairman

## **ADDENDUM TO SCHWAB BROKERAGE ACCOUNT APPLICATION**

This addendum to the Schwab Account Application and Account Agreement which are incorporated herein by reference is entered into by and between the Squaxin Island Tribe, a federally recognized Indian tribe ("Tribe") and Charles Schwab & Co., Inc. ("Schwab").

### **RECITALS**

A. The Tribe intends to establish or has established one or more brokerage accounts with Schwab, which shall only include cash accounts and not accounts with margin, short, or options features; and

B. The sovereign authority of the Tribe includes the power to determine the places and circumstances under which the Tribe can be sued and can be required to perform its contracts, commonly called "sovereign immunity"; and

C. The Tribe and Schwab desire to enter into an enforceable contract concerning brokerage accounts including methods to resolve disputes if any should arise.

Now, therefore, in consideration of the foregoing recitals, and the promises set forth below, the parties hereby agree as follows:

### **AGREEMENT**

1. This Addendum is solely for business purposes and is intended to permit the accounts to be handled as brokerage accounts are generally handled. Wherever the Tribe consents or is deemed to consent to arbitration or the jurisdiction of a court in the Account Application or the Schwab Account Agreement, this Addendum confirms and constitutes the Tribe's express consent and limited waiver of sovereign immunity to that arbitration and to the jurisdiction of the arbitration panel or court, consistent with this Addendum and the Account Application or the Schwab Account Agreement, to enforce the obligation to arbitrate, to determine the obligation to arbitrate, to the jurisdiction of the arbitration panel or court to determine its jurisdiction, to the service of any notice or legal process, and to the enforcement of any decision, award, order, writ, levy, or execution or judgment resulting from such arbitration proceeding or exercise of court jurisdiction. The hearing location for any FINRA arbitration shall be at the FINRA arbitration hearing location in Seattle, WA or at such other FINRA hearing location chosen by the Tribe and as may be approved by FINRA.

2. The Tribe agrees that any controversy between the Tribe and Schwab or any of Schwab's officers, directors, employees or agents directly or indirectly arising from this Addendum or the Schwab Account Agreement or the accounts ("Controversy") shall not be considered a reservation matter, as involving the Tribe's self-governing right to make and be ruled by its own laws, or otherwise to involve matters over which the Tribe's Tribal Court or Tribal administrative or other Tribal forums have jurisdiction. The Tribe further agrees that in the event that any such Controversy is within the jurisdiction of the Tribal Court or Tribal administrative or other Tribal forums that the Tribe expressly waives such jurisdiction over such controversy or

any duty by either party to exhaust any Tribal remedies relating to such Controversy. The Tribe also agrees that in the event that any such Controversy is commenced in the Tribe's Tribal Court or any Tribal administrative or other Tribal forums that the Tribe shall promptly move to dismiss such action or proceeding upon receipt of written request from Schwab. Notwithstanding the foregoing, (a) the Tribe expressly waives its sovereign immunity on a limited basis and consents to the jurisdiction and venue of the Tribe's Tribal Court or any other Tribal or administrative forum with respect to any Controversy in a proceeding or action commenced by Schwab, and (b) the Tribe may commence a proceeding or action with respect to a Controversy in the Tribe's Tribal Court or any Tribal administrative or other Tribal forums with Schwab's written consent.

3. The Tribe agrees by this Addendum that the performance of the Schwab Account Agreement by Charles Schwab & Co. Inc. is expected to take place principally in California and in other material respects affecting applicable law outside the Tribe's reservation or any land owned in trust for the Tribe. The Tribe agrees by this Addendum that acceptance of the Schwab Account Agreement shall be deemed to occur at the office of Charles Schwab & Co., Inc. in San Francisco, California, notwithstanding the place or places of negotiation, execution or approval of this agreement by the parties. The parties mutually agree that sufficient contacts exist with California under the Schwab Account Agreement that: (1) it is fair, reasonable, and consistent with Tribal law and public policy and any applicable federal law to adopt California law as the governing law under the Schwab Account Agreement, notwithstanding any other fact, law or policy relating to choice of governing law or conflicts of law or the negotiation, execution, performance, course of dealing, enforcement, or termination of this agreement; (2) it is fair, reasonable, and consistent with Tribal law and public policy and any applicable federal law to agree that any Controversy be brought in any court of the State of California or any federal court sitting in California as Schwab may in its discretion elect and the Tribe irrevocably consents and submits to the personal and subject matter jurisdiction and venue of each such court; and (3) if for any reason any court of the State of California or any federal court sitting in California does not have jurisdiction over any Controversy, the Tribe irrevocably consents to jurisdiction and venue of any court with jurisdiction over the parties and the subject matter in which Schwab in its sole discretion may bring an action relating to the Controversy.

4. This Addendum does not apply to tribal lands, trust funds, or other property held by the United States in trust for the Tribe or its members. This Addendum shall not encumber tribal or Indian lands. However, to the extent that any of the Tribe's other assets have, or may hereafter acquire, any immunity from the jurisdiction of any Court or from any legal process under the laws of any jurisdiction, the Tribe hereby irrevocably waives such immunity in respect of the obligations under this Addendum and the Account Application; *provided, however*, that any claims or damages by Schwab shall be limited to the amount representing the sum of the balances in all Schwab accounts for which the Tribe shall have any ownership interest or control as of the date of any actions giving rise to any claim or controversy occurs.

5. The Tribe warrants and agrees that each of the waivers set forth are made with the Tribe's full knowledge of their significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law.

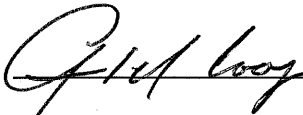
6. The Tribe further warrants and agrees that it will notify Schwab in writing prior to placing in the accounts any funds that must be invested solely in federal or federally guaranteed securities.

7. The Tribe, along with the Governor of the State of Washington, is a party to a Marijuana Tax Compact, which Compact establishes an understanding in which a Tribal enterprise, Island Enterprises Retail LLC, participates in Washington State's lawful and regulated marijuana marketplace, and the Tribe collects marijuana excise tax. The Tribe further warrants and agrees that no funds shall be deposited into any account at Schwab from Island Enterprises Retail LLC d/b/a Elevation and / or Native Sun Grown, or any tax proceeds therefrom, or from the proceeds of any other marijuana related business.

8. The Tribe further warrants that the execution and delivery of this Account Application and Addendum have been duly authorized by all necessary action of the Tribe as set forth in the resolution of the Tribe's governing body, which shall be attached to this Addendum.

SQUAXIN ISLAND TRIBE

CHARLES SCHWAB & CO., INC.

By:  By: \_\_\_\_\_

Title: Chairman Title: \_\_\_\_\_

Date: 4/16/18 Date: \_\_\_\_\_