



# SQUAXIN ISLAND TRIBE

RESOLUTION NO. 18-51

of the

## SQUAXIN ISLAND TRIBAL COUNCIL

**WHEREAS**, the Squaxin Island Tribal Council (the “Tribal Council”) is the Governing Body of the Squaxin Island Tribe (the “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 Counsel and the Secretary of the Interior on July 8, 1965, as amended; and

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

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

**WHEREAS**, the 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; and

**WHEREAS**, the Tribe and Columbia State Bank (the “Lender”) have negotiated the documents identified below (collectively, the “Credit Documents” and together with all other documents or instruments necessary, advisable or appropriate for the implementation of the transactions contemplated thereby and all amendments, restatements or modifications thereof, collectively, the “Transaction Documents”) (all capitalized terms not defined herein shall have the meanings assigned to them in the Credit Agreement) to refinance existing credit arrangements for the Little Creek Casino Resort, true copies of which are attached to this Resolution:

1. Credit Agreement dated as of Aug. 14, 2018.
2. Term Note dated as of Aug. 14, 2018.
3. Tax Exempt Note dated as of Aug. 14, 2018.
4. Security Agreement dated as of Aug. 14, 2018.
5. Secured Transactions Resolution dated as of Aug. 9, 2018.
6. Certificate of Responsible Officer.

**WHEREAS**, the Credit Agreement includes a waiver of sovereign immunity at Section 14.5(a), expressly incorporated by the Security Agreement at Section 17, which states:

The Borrower irrevocably and unconditionally waives the Borrower’s sovereign immunity (and any defense based thereon) and submits to the nonexclusive jurisdiction of any federal

or state courts located in Washington that may have jurisdiction and, to the extent provided in subsection (b) below, any tribal court of the Borrower and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment rendered in such action or proceeding, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Washington federal or state courts, or, to the extent provided in subsection (b) below, such tribal courts. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**WHEREAS**, the Tribal Council has determined that it is in the best interests of the Tribe to enter into the Transaction Documents and to agree to the limited waiver of sovereign immunity included within the Transaction Documents;

**WHEREAS**, the Tribal Council has determined and agrees that the Tribe's use of the proceeds from the Credit Agreement to repay the Specified Debt constitutes, and the application of the Pledged Revenues to the repayment of the loans made pursuant to the Credit Agreement will constitute, an essential government service, as such term is used and defined in the Compact and the Tribal Code.

**NOW THEREFORE BE IT RESOLVED**, the Tribe irrevocably, expressly, and unequivocally waives its sovereign immunity (and any defenses based thereon) from any suit, action, arbitration proceeding, or other proceeding or from any legal process, whether such action be brought in law or in equity, arising in contract, tort or statute, including controversies and claims that arise out of or relate to the Transaction Documents (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt power, or otherwise), in accordance with such related provisions as set forth in the Transaction Documents, and such sovereign immunity waiver is incorporated herein by reference;

**FURTHER RESOLVED**, that each of the Transaction Documents is approved by the Tribal Council and the Tribe is authorized to execute, deliver and perform the Transaction Documents to which it will be a party and all other documents and notices to be signed and/or dispatched by the Tribe in connection with the Transaction Documents;

**FURTHER RESOLVED**, that the Tribal Council approves and agrees to the limited waiver of sovereign immunity included within the Credit and Security Agreements;

**FURTHER RESOLVED**, that the Tribal Council approves the Tribe's use of the proceeds from the Credit Agreement to repay the Specified Debt and agrees that such use constitutes, and agrees that the application of the Pledged Revenues to the repayment of the loans made pursuant to the Credit Agreement will constitute, an essential government service, as such term is used and defined in the Compact and the Tribal Code.

**FURTHER RESOLVED**, that the Tribal Council hereby authorizes (i) its Chairman, Arnold Cooper, or its Vice Chair, Charlene Krise (collectively, the "Authorized Representatives"), (a) to execute, deliver and perform the Transaction Documents and all other documents and notices to be signed and/or dispatched by the Tribe in connection with the Transaction Documents, including any and all amendments in connection with the Transaction Documents (including amendments increasing the amount of credit available thereunder or extending the maturity date of the same), or to take such other action as such person executing and delivering the same may deem necessary, advisable or appropriate to cause the Tribe to execute, deliver and perform its obligations and to otherwise effectuate the transactions contemplated thereby, each with such changes thereto, and any supplement, modification, assignment, extension, waiver, novation, replacement or restatement thereto and thereof, as may be approved by the person executing and delivering the same and the execution and delivery thereof by such person to be conclusive evidence of the approval thereof by such person and by the Tribal Council, (b) to negotiate, make changes, additions and deletions as to any or all terms and provisions of any agreement or document that in the opinion of such person executing and delivering the same may deem necessary or appropriate in connection with the Transaction Documents and the execution and delivery thereof by such person to be conclusive evidence of the necessity or appropriateness thereof by such person and by the Tribal Council, and (c) to make in connection with the Transaction Documents any and all determinations necessary or appropriate from time to time under each Transaction Document to which the Tribe is a party from time to time or is subject from time to time, and the execution and delivery by such person to be conclusive evidence of such person's and the Tribal Council's making of such determination; and (ii) its Chairman Arnold Cooper, and its Secretary, Jeremie Walls, execute the Certificate of Responsible Officer, including the Incumbency Certificate contained therein.

**FURTHER RESOLVED**, that the Authorized Representatives be, and each of them hereby is, acting alone or with one or more other Authorized Representative, authorized on behalf of the Tribe, now and from time to time hereafter, to pledge and grant security interests in and Liens on any and all property of the Tribe (including without limitation, its accounts, chattel paper, commercial tort claims, deposit accounts, documents, equipment, farm products, fixtures, general intangibles, goods, instruments, intellectual property, inventory, investment property, letter of credit rights, vehicles and supporting obligations), either absolutely, with or without recourse, for such consideration as such Authorized Representative may deem to be appropriate or as security for the payment or performance of any debts, liabilities or Obligations owed to the Lender, as collateral pursuant to the Transaction Documents to secure any or all of the Obligations and liabilities of the Tribe to the Lender, and to execute and deliver to the Lender on behalf of the Tribe all instruments required by the Lender in connection with the foregoing.

**NOW BE IT FINALLY RESOLVED**, that all actions taken to date and any future actions by any Authorized Representative, or any authorized person or persons pursuant to the foregoing resolutions, in order to carry out the objectives of the Tribe in connection with the Transaction Documents, or any other purpose or objective as any Authorized Representative may determine in its sole discretion, are hereby ratified, confirmed and approved in all respects.

### CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 9<sup>th</sup> day of August, 2018, at which time a quorum was present and was passed by a vote of 16 for and 0 against, with 0 abstentions.



Arnold Cooper, Chairman

Attested by:   
Jeremie Walls, Secretary



Charlene Krise  
Charlene Krise, Vice Chairman