



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 16-57

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; and

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 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 Squaxin Island Tribal Council is empowered to acquire, manage, lease, or use Tribal real property under its Constitution, Article III, Section 1(b), and its inherent authority; and

WHEREAS, the Squaxin Island Tribal Council has the goal of making the Squaxin Island Reservation an economic, social, cultural and political land base for the Squaxin Island Tribe; and,

WHEREAS, the Squaxin Island Tribe desires to purchase the real property from ClamFresh LLC, on terms and conditions set out in the Asset Purchase Agreement, attached hereto.

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby agrees to the purchase and sale of the real property belonging to ClamFresh, LLC, on the terms and conditions as set out in the attached amended Asset Purchase Agreement and exhibits;

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

LIMITED WAIVER OF SOVEREIGN IMMUNITY. The Buyer hereby expressly waives its sovereign immunity from unconsented suit only for the limited purpose of permitting the commencement, maintenance and enforcement of an arbitration brought by Seller against the Buyer to enforce Seller's rights under the Agreement including any Addendum. The Buyer grants the limited waiver of its sovereign immunity herein, and

suit may be initiated if, and only if, each and every one of the following conditions is met: (i) the claim is brought by Seller and not by any third party; (ii) the claim alleges a material uncured breach by the Buyer of one or more of the specific obligations or duties expressly assumed by it under the terms of the Agreement and Addendum(s); (iii) the claim seeks some specific action, or discontinuance of some action, by the Buyer to bring the Buyer into full compliance with the duties and obligations expressly assumed by it under the Agreement and Addendum(s) or, seeks money damages (except special, punitive, or exemplary damages) for a material, uncured breach of the terms of the Agreement and Addendum(s); and (iv) the claim is first made in a detailed written statement to the Buyer, stating the specific action or discontinuance of action by the Buyer which would cure the alleged breach or non-performance, or the sum of money claimed to be due and owing from the Buyer to Seller and the Buyer shall have failed to cure such breach, non-performance or non-payment within 30 calendar days (or such additional time as may be reasonably required given the nature of the breach) after its receipt of such statement.

In no instance shall enforcement of any kind be allowed against any assets of the Squaxin Island Tribe except funds of Island Enterprises, Inc., that have not been distributed to the Tribe or its members 30-days prior to receipt of the written statement referenced in the prior paragraph.

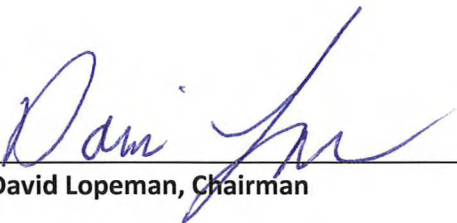
This limited waiver is applicable to Seller only and does not apply to third parties or actions not arising under the Agreement and Addendum(s). This limited waiver shall also not be construed as a waiver of any immunity of any elected or appointed officer, official, member, manager, employee or agent of the Tribe or the Buyer.

Seller and the Buyer each hereby consent to the jurisdiction of the United States District Court for the Western District of Washington and the Courts of the State of Washington, but only for purpose of enforcing the arbitration award.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council hereby authorizes Chairman, David Lopeman and/or Island Enterprises CEO, Travis Nabahe to do any and all acts necessary to (1) acquire the above referenced property, by executing any and all documents contemplated by the Asset Purchase Agreement; to make material and non material changes to such documents; (2) close the transactions through Mason County Title Company, (3) designate, as he deems appropriate, the State land tax classification for the property, and (4) seek fee to trust status.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted by phone poll of the Squaxin Island Tribal Council, held on this 17th day of August, 2016, at which time a quorum was present and was passed by a vote of 6 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Charlene Krise, Secretary



Arnold Cooper, Vice Chairman

ASSET PURCHASE AGREEMENT

between/among

CLAMFRESH, LLC

A Texas Limited Liability Company

and

THE SQUAXIN ISLAND TRIBE

Doing business through its wholly owned enterprise,

ISLAND ENTERPRISES, INC.

A Tribally Chartered Corporation

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, “Agreement”, dated as of **AUGUST 17, 2016**, (**“Effective Date”**) is entered into between **CLAMFRESH, LLC**, a Texas limited liability company and Affiliates (**“Seller”**) and the **SQUAXIN ISLAND TRIBE**, through its wholly owned enterprises, **ISLAND ENTERPRISES, INC.**, a tribally chartered corporation (**“Buyer”**).

RECITALS

WHEREAS, Seller is engaged through CLAMFRESH, LLC and its several Affiliates, in the business of clam and oyster production (the **“Business”**); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, specified assets of the Seller subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term **“control”** (including the terms **“controlled by”** and **“under common control with”**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Affiliates of Seller are the entities ClamFresh LLC, CrabFresh LLC, Enetai LLC., and Best Fish, L.L.C.

“Environmental Claim” means any action, governmental order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature arising out of, based on or resulting from: (a) the presence, release of, or exposure to, any Hazardous Materials; or (b) any actual non-compliance with any Environmental Law or term or condition of any Environmental Permit.

“Environmental Law” means any applicable law, and any governmental order or binding agreement with any governmental entity: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

“Environmental Notice” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

“Environmental Permit” means any permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under and issued, granted, given, authorized by or made pursuant to Environmental Law.

“Escrow Agent” means a person authorized to perform escrow services pursuant to the provisions of Chapter 18.44 of the Revised Code of Washington who is designated by the parties hereto to perform such duties. Escrow Agent shall be Mason County Title Company, Escrow Department, 124 N 2nd St, P O Box 278, Shelton, WA 98584; Office: 360-427-8088; Fax: 360-427-7179 escrow@masoncountytile.com.

“Hazardous Materials” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is materially adverse to (a) the assets of the Business, (b) the value of the Purchased Assets, or (c) the ability of Seller to consummate the transactions contemplated hereby on a timely basis; *provided, however,* that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions, including but not limited to weather, tides and naturally occurring conditions, generally affecting the industries in which the Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement; (vi) any changes in applicable laws or accounting rules, including GAAP; or (vii) the public

announcement, pendency or completion of the transactions contemplated by this Agreement; *provided further, however*, that any event, occurrence, fact, condition or change referred to in clauses (i) through (iv) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Business compared to other participants in the industries in which the Business operates.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company or other entity.

“**Release**” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

“**Representative**” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants, members, managers and other agents of such Person.

ARTICLE II **PURCHASE AND SALE**

SECTION 2.1: PURCHASE AND SALE OF ASSETS. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any lien or encumbrances all of Seller’s right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed (collectively, the “**Purchased Assets**”), including, without limitation, the following:

(a) All inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories, the “**Inventory**”, as set out on the attached Exhibit “A”, Inventory Schedule;

(b) The “**Intellectual Property Assets**”, as set out on the attached Exhibit “B”, Intellectual Property Assets Schedule;

(c) All furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property, the “**Tangible Personal Property**”, as set out on the attached Exhibit “C”, Tangible Personal Property Schedule; and

(d) All “**Real Property**” set out on the attached Exhibit “D” Title Commitment for Mason County Properties and the attached Exhibit “E”, Title Commitment for Thurston County Properties.

SECTION 2.2: EXCLUDED ASSETS. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the “**Excluded Assets**”):

(a) Cash and cash equivalents;

(b) All accounts or notes receivable held by Seller, and any security, claim, remedy or other right related to any of the foregoing “**Accounts Receivable**”;

(c) Bank and other accounts;

(d) Insurance policies;

(e) Tax returns and supporting papers;

(f) Checks, vouchers and bank statements;

(g) All rights to the trade name "Keep It Wild", "Best Fish Co.", Best Fish LLC., "Best Fish"; and

(h) Assets, properties and rights not specifically set forth on the Inventory Schedule, Intellectual Property Assets Schedule, Tangible Personal Property Schedule or title commitments for Real Property attached as Exhibit "D" Title Commitment for Mason County Properties and Exhibit "E", Title Commitment for Thurston County Properties.

SECTION 2.3: PURCHASE PRICE. The aggregate purchase price for the Purchased Assets shall be SIX MILLION, TWO HUNDRED FIFTY THOUSAND DOLLARS (\$6,250,000), the "**Purchase Price**". The Purchase Price shall be paid as follows:

(a) The Purchase Price less the Earnest Money shall be paid by wire transfer of immediately available funds to the Escrow Agent on or before the Closing Date; and

(b) Upon execution of this Agreement by both parties, Buyer shall immediately deposit FIFTY THOUSAND DOLLARS (\$50,000), "Earnest Money" with the Escrow Agent, to be held and distributed according to the following instructions. The Earnest Money will be paid as part payment for the Purchase Price at Closing. The Earnest Money shall be applied as part payment of the Purchase Price subject to the termination provisions in Section 6.2 and Article X.

SECTION 2.4: ALLOCATION OF PURCHASE PRICE. Seller and Buyer agree that the Purchase Price shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the attached Exhibit "F", Purchase Price Allocation Schedule.

ARTICLE III **CLOSING**

SECTION 3.1: CLOSING. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Mason County Title Company – Escrow Office, 124 N. 2nd Street, Shelton, WA 98584 (360-427-8088) on the second business day after all of the conditions to Closing set forth in Article VIII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), BUT NO LATER THAN FRIDAY, SEPTEMBER 30, 2016, or at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**". Time is of the essence with regard to every term condition, covenant and other provision of this Agreement.

SECTION 3.2: CLOSING DELIVERABLES.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) A Bill of Sale in the form reasonably acceptable to Buyer and as set out on the attached Exhibit "G" "**Bill of Sale**", duly executed by Seller, transferring the Tangible Personal Property included in the Purchased Assets to Buyer;

(ii) Assignments in the form reasonably acceptable to Buyer and as set out on the attached Exhibit "H", "**Intellectual Property Assignments**" and duly executed by Seller, transferring all of Seller's right, title and interest in and to the Seller's trade names and phone numbers to Buyer, but not the trade name "Keep It Wild";

(iii) With respect to each parcel of Real Property, a statutory warranty deed in form and substance

satisfactory to Buyer (each, a “**Deed**”) and duly executed and notarized by Seller;

(iv) Vehicle titles and vessel titles and signed by Seller as transferor;

(v) The FIRPTA Certificate; and

(vi) Such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) The Purchase Price; and

(ii) Other agreements, instruments and documents provided for or required herein for the completion of the transaction contemplated in this Agreement.

ARTICLE IV **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that, to Seller’s knowledge, the statements contained in this Article IV are true and correct as of the date hereof.

SECTION 4.1: ORGANIZATION AND QUALIFICATION OF SELLER. Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Texas, registered in the State of Washington as a foreign limited liability company, and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted.

SECTION 4.2: AUTHORITY OF SELLER. Seller has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seller of this Agreement, the performance by Seller of its obligations hereunder and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all requisite entity action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

SECTION 4.3: NO CONFLICTS; CONSENTS. The execution, delivery and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Seller; (b) conflict with or result in a violation or breach of any provision of any law or governmental order applicable to Seller, or the Purchased Assets; (c) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any contract or permit to which Seller is a party or by which Seller or the Business is bound or to which any of the Purchased Assets are subject (including any assigned contract); or (d) result in the creation or imposition of any encumbrance other than Permitted Encumbrances on the Purchased Assets.

SECTION 4.4: LIABILITIES. Seller is solely responsible for the payment or settlement of all of Seller’s liabilities accruing prior to the date of Closing with respect to the Purchased Assets. Seller shall indemnify, defend and hold Buyer harmless from each of such pre-closing liabilities, unless otherwise provided herein. Buyer shall assume and agree to be solely responsible for the payment or settlement of all liabilities accruing on or after the

date of Closing with respect to the Purchased Assets. Buyer shall indemnify, defend and hold Seller harmless from each of such post-closing liabilities, unless otherwise provided herein.

SECTION 4.5: TITLE TO PURCHASED ASSETS. Seller has good, marketable and valid title to all of the Purchased Assets. All such Purchased Assets are free and clear of lien or encumbrances except for the following (collectively referred to as “**Permitted Encumbrances**”):

(a) Liens for Taxes not yet due and payable;

(b) Mechanics’, carriers’, workmen’s, repairmen’s or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the Business or the Purchased Assets;

(c) Easements, rights of way, zoning ordinances, shoreline regulations, critical area regulations and other similar non-monetary encumbrances affecting the Real Property which are not, individually or in the aggregate, material to the Purchased Assets, which do not prohibit or interfere with the current operation of any Real Property and which do not render title to any Real Property unmarketable; or

(d) Special exceptions disclosed in the Real Property title reports attached as Exhibit “D”, Title Commitment for Mason County Properties and Exhibit “E”, Title Commitment for Thurston County Properties, other than monetary encumbrances, which shall be paid or released at Closing.

SECTION 4.6: CONDITION OF ASSETS. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vessels, vehicles, Tangible Personal Property and other items or fixtures included in the Purchased Assets are available and subject to Buyer’s careful inspection so that Buyer may solely determine in its own judgment whether such Purchased Assets are in good or bad operating condition and repair, whether such Purchased Assets are adequate for the uses to which they have been put or Buyer’s intends to put them, and whether such Purchased Assets are in need of care, maintenance or repairs, including ordinary and non-ordinary, routine, and non-routine maintenance, and whether such maintenance or required repairs are material in nature or cost, or not. The condition of the Purchased Assets shall be in their present AS-IS condition, with all faults, where located, and Buyer shall have the duty to fully investigate prior to Closing the condition of each Purchased Asset. By proceeding to Closing Buyer warrants and agrees to accept each of the Purchased Assets in their present AS-IS condition, with all faults and limitations, and this warranty shall survive Closing.

SECTION 4.7: REAL PROPERTY.

(a) The Exhibit “D”, Title Commitment for Mason County Properties and Exhibit “E”, Title Commitment for Thurston County Properties set forth each parcel of real property owned by Seller (together with all buildings, fixtures, structures and improvements situated thereon and all easements, rights-of-way, encumbrances, and other rights, limitations and privileges appurtenant thereto, collectively, the “**Real Property**”). With respect to each parcel of Real Property:

(i) Seller has good and marketable fee simple title, free and clear of all encumbrances, except Permitted Encumbrances;

(ii) Seller has not leased or otherwise granted to any Person the right to use or occupy such Real Property or any portion thereof except for the residential rental property identified on the attached Exhibit I, “**Residential Rental Agreement**”;

(iii) The Residential Rental Agreement shall survive Closing; and

(iv) There are no unrecorded outstanding options, rights of first offer or rights of first refusal to

purchase such Real Property or any portion thereof or interest therein.

(b) Seller has not received any written notice of (i) material violations of building codes and/or zoning ordinances or other governmental or regulatory laws affecting the Real Property, (ii) existing, pending or threatened condemnation proceedings affecting the Real Property, or (iii) existing, pending or threatened zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to materially and adversely affect the ability to operate the Real Property as currently operated. Neither the whole nor any material portion of any Real Property has been damaged or destroyed by fire or other casualty.

SECTION 4.8: INVENTORY. All inventory is owned by Seller free and clear of all encumbrances, and no Inventory is held on a consignment basis. All inventory is available for Buyer's inspection prior to Closing.

Immediately prior to Closing, Seller and Buyer shall meet and determine the then existing inventory value, the "**Closing Inventory**". Inventory disclosed to Buyer as of the end May, 2016 as shown on the attached Exhibit "A" Inventory Schedule, shall be the "**May Inventory**". If the Closing Inventory, as determined by Seller and Buyer, immediately prior to Closing, is greater than the May Inventory, Buyer shall pay the additional cost of the increased inventory at Closing. If the Closing Inventory is less than the May Inventory, then Buyer shall receive a credit toward the Purchase Price for the cost difference. Closing Inventory shall be determined on the same basis as May Inventory.

SECTION 4.9: ACCOUNTS RECEIVABLE. Seller shall retain its accounts receivable. Buyer shall fully cooperate in good faith with the collection and payment to Seller of any accounts receivable earned prior to Closing received by Buyer or its Affiliates after Closing. Buyer shall apply all accounts receivable it receives after Closing first to Seller's accounts receivable, and deliver the funds to Seller within 5-days of receipt. Seller shall provide buyer with a written schedule of accounts receivable, including age and balance, within 10-days of mutual acceptance of this Agreement.

SECTION 4.10: LEGAL PROCEEDINGS; GOVERNMENTAL ORDERS.

(a) There are no actions pending or, to Seller's Knowledge, threatened against or by Seller (a) relating to or affecting the Purchased Assets; or (b) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(b) There are no unsatisfied judgments, penalties or awards against, relating to or affecting the Purchased Assets.

SECTION 4.11: COMPLIANCE WITH LAWS; PERMITS.

(a) Seller has substantially complied with all laws applicable to the ownership and use of the Purchased Assets, except the Nursery boiler operation and certain aquaculture buildings.

(b) Permits for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect except for the Nursery boiler and certain aquaculture buildings. All fees and charges with respect to such permits as of the date hereof have been paid in full.

SECTION 4.12: ENVIRONMENTAL MATTERS.

(a) The operations of Seller with respect to the Purchased Assets are currently and have been in substantial compliance with all Environmental Laws. Seller has not received from any Person, with respect to the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of

ongoing obligations or requirements as of the Closing Date.

(b) Seller has obtained and is in substantial compliance with some of the Environmental Permits necessary for the ownership, operation or use of the Purchased Assets and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date, and Seller is not aware of any condition, event or circumstance that might prevent or impede, after the Closing Date, the ownership, operation or use of the Purchased Assets.

(c) None of the Purchased Assets or any real property currently owned, leased or operated by Seller is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) There has been no Release of Hazardous Materials in contravention of Environmental Law with respect to the Purchased Assets during Seller's ownership and Seller has not received an Environmental Notice that any of the Purchased Assets (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Material which could reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Seller, except as otherwise disclosed in this Agreement.

(e) Seller has not used and is not aware of aboveground or underground storage tanks except for septic or water purposes.

(f) Seller has provided or otherwise made available to Buyer any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the Purchased Assets which are in the possession or control of Seller related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials.

(g) Seller is not aware of or reasonably anticipates, as of the Closing Date, any condition, event or circumstance concerning the release or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the Purchased Assets as currently carried out, except as otherwise disclosed in this Agreement.

SECTION 4.13: BROKERS. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

SECTION 4.14: FULL DISCLOSURE. To Seller's knowledge no representation or warranty by Seller in this Agreement or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article V are true and correct as of the date hereof.

SECTION 5.1: ORGANIZATION OF BUYER. Buyer is a corporation duly organized, validly existing and in good

standing under the laws of the Squaxin Island Tribe.

SECTION 5.2: AUTHORITY OF BUYER. Buyer has full corporate power and authority to enter into this Agreement to carry out its obligations hereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder, and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

SECTION 5.3: NO CONFLICTS; CONSENTS. The execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Buyer; (b) conflict with or result in a violation or breach of any provision of any law or governmental order applicable to Buyer; or (c) require the consent, notice or other action by any Person under any contract to which Buyer is a party. No consent, approval, permit, governmental order, declaration or filing with, or notice to, any Person or governmental entity is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 5.4: BROKERS. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

SECTION 5.5: SUFFICIENCY OF FUNDS. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

SECTION 5.6: LEGAL PROCEEDINGS. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

SECTION 5.7: DUE DILIGENCE. Buyer acknowledges that the sale terms and conditions for the Purchased Assets are that they are being sold in their present condition, AS-IS with all faults and defects, and subject to Buyer's full, careful and diligent inspection, inquiry and investigation prior to Closing. BY CLOSING THIS TRANSACTION, BUYER ACKNOWLEDGES THAT, EXCEPT FOR ANY EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS WITH RESPECT TO THE PURCHASED ASSETS THAT ARE SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT EXECUTED BY SELLER IN CONNECTION WITH THIS TRANSACTION: (A) THE PURCHASED ASSETS WILL BE SOLD AND CONVEYED "AS-IS" AND "WITH ALL FAULTS" INCLUDING, WITHOUT LIMITATION, ALL LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY BY SELLER, (B) SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER WITH RESPECT TO THE CONDITION, HABITABILITY, MERCHANTABILITY, FITNESS OR SUITABILITY OF THE PURCHASED ASSETS, OR THEIR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, (C) BUYER HAS NOT RELIED UPON ANY REPRESENTATION, WARRANTY, OR OTHER ASSERTION, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ITS EMPLOYEES, AGENTS,

OR BY ANY OTHER PERSON REPRESENTING SELLER, (D) BUYER SHALL INSPECT THE PURCHASED ASSETS AND SHALL RELY SOLELY ON ITS OWN INVESTIGATION TO DETERMINE THE CONDITION OF THE PURCHASED ASSETS, AND (E) ALL INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER WITH RESPECT TO THE CONDITION OF THE PURCHASED ASSETS (INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION THEREOF) IS FURNISHED AS A CONVENIENCE ONLY TO BUYER AND THAT SELLER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. Seller is expected to rely upon Buyer's exercise of due diligence.

ARTICLE VI **FEASIBILITY STUDY**

SECTION 6.1: THIRTY-TWO DAY PERIOD. On or before MONDAY, SEPTEMBER 19, 2016 (32-days after the Effective Date), the "**Feasibility Study Period**", Buyer shall conduct and complete a review with respect to the Property and satisfy itself with respect to the condition of all other matters related to the Property and its suitability for Buyer's intended use, the "**Feasibility Study**".

The Feasibility Study may include all inspections, investigations, inquiries and studies Buyer deems necessary or desirable, in its sole discretion. Buyer and Buyer's agents, representatives, consultants and engineers will have the right during the Feasibility Study Period to enter onto the Real Property and make borings, drive test piles and conduct any other tests and studies that may be necessary or desirable to ascertain the condition and suitability of the Real Property and other of the Purchased Assets for Buyer's intended use. Buyer shall investigate surface and subsurface conditions for water, soils, boundaries, encroachments, and all other characteristics of the Real Property. Such tests and inspections are to be performed in a manner not disruptive to the operation of the Real Property. Buyer shall protect, defend and indemnify Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released.

SECTION 6.2: TERMINATION OF AGREEMENT. Buyer will have the right to terminate this Agreement if, in Buyer's good faith judgment, the Real Property is not suitable for Buyer's intended use or does not meet Buyer's intended investment objectives. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Feasibility Study Period. In the event Buyer does not complete the purchase, Buyer shall return the Real Property as near as is practicable to its original condition. If Buyer terminates this Agreement pursuant to this Section 6.2, the Earnest Money shall be returned to Buyer, this Agreement will terminate, and Seller and Buyer will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement and except for Buyer's obligations to indemnify Seller under Section 6.4.

SECTION 6.3: CONFIDENTIALITY OF STUDIES AND REPORTS. Prior to Closing of the purchase of the Property, Buyer will not distribute or divulge the information or materials it and its agents and consultants may generate in connection with the Feasibility Study to other persons except as may be required by law or as may be necessary or desirable in connection with Buyer's evaluation of the Property and its suitability; provided, that during this time period no information or materials concerning wetlands or environmental matters will be divulged to any governmental entity without Seller's consent, unless required by law. If Buyer elects not to purchase the Property, Buyer agrees that, except as may be required by law, it will not further divulge or further distribute the information and materials except with Seller's consent. If Buyer elects not to purchase the Property, then Buyer will deliver to Seller copies of the final reports and studies prepared by or for Buyer in connection with its Feasibility Study.

SECTION 6.4: BUYER'S INDEMNIFICATION. Buyer agrees to assume all liability for and to defend, indemnify and save Seller harmless from all liability and expense (including reasonable attorneys' fees) in connection with all liens, claims, suits and actions of every name, kind and description brought against Seller or its agents or employees by any person or entity as a result of or on account of injuries or damages to persons, entities and/or property received or sustained, arising out of, in connection with or as a result of the acts or omissions of Buyer or its agents or employees in exercising its rights under the right of entry granted in this Section 6, except for claims resulting from Seller's negligence.

ARTICLE VII COVENANTS

SECTION 7.1: CONDUCT OF BUSINESS PRIOR TO THE CLOSING. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld or delayed), Seller shall conduct its business in the ordinary course of business consistent with past practice; and use reasonable efforts to maintain and preserve intact its current operations and to preserve the rights, goodwill and relationships of its employees, customers, suppliers, regulators and others having relationships with Seller. Without limiting the foregoing, from the date hereof until the Closing Date, Seller shall:

- (a) Preserve and maintain all existing permits;
- (b) Pay the debts, Taxes and other obligations of the Seller when due;
- (c) Continue to collect accounts receivable in a manner consistent with past practice; and

(d) Maintain the properties and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear and the ordinary course of business.

SECTION 7.2: ACCESS TO INFORMATION. From the date hereof until the Closing, Seller shall (a) open its business and operations to afford Buyer and its representatives full and free access to and the right to inspect all of the Real Property, Inventory, facilities, vehicles, vessels, properties, assets, premises, books and records, Tangible Personal Property and other documents and data related to the Purchased Assets; (b) instruct Seller's CPA Don Gardner to open his accounting and tax books and files to Buyer and its Representatives with such financial, operating and other data and information related to the Purchased Assets as Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of Seller to cooperate with Buyer in its investigation of the Purchased Assets. Each Representative of Buyer inspecting the books and files will individually sign a Confidential Disclosure Agreement ("CDA") in the form Buyer has previously signed.

SECTION 7.3: NO SOLICITATION OF OTHER BIDS. During the Feasibility Period Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding a purchase offer for the Purchased Assets; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible purchase offer for the Purchased Assets; or (iii) enter into any agreements or other instruments (whether or not binding) regarding a purchase offer for the Purchased Assets. Seller shall immediately cease and cause to be terminated, and shall direct its Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any person or entity conducted heretofore with respect to, or that could lead to, a purchase offer for the Purchased Assets.

SECTION 7.4: NOTICE OF CERTAIN EVENTS. From the date hereof until the Closing, Seller shall promptly

notify Buyer in writing of:

(a) Any fact, circumstance, event or action the existence, occurrence or taking of which (i) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or (ii) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct;

(b) Any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(c) Any notice or other communication from any governmental entity in connection with the transactions contemplated by this Agreement; and

(d) Any lawsuit or legal demand commenced or, to Seller's Knowledge, threatened against, relating to or involving or otherwise affecting the Purchased Assets.

SECTION 7.5: EMPLOYEES AND EMPLOYEE BENEFITS. Commencing on the Closing Date, Seller shall terminate all employees. At Buyer's sole discretion, Buyer may offer employment to any or all of such employees.

SECTION 7.6: NON-COMPETITION; NON-SOLICITATION; SUBJECT TO NEGOTIATION WITH M. BRENDAN MAHAFFEY.

(a) For a period of two (2) years commencing on the Closing Date, the "Restricted Period", Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business in the Territory; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee or consultant; or (iii) cause, induce or encourage any material actual or prospective client, customer, supplier or licensor of the Business (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Business after the Closing), or any other Person who has a material business relationship with the Business, to terminate or modify any such actual or prospective relationship. Notwithstanding the foregoing, Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own five percent (5%) or more of any class of securities of such Person.

(b) During the Restricted Period, Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any person who is offered employment by Buyer pursuant to Section 7.6 (a) or is or was employed in the business during the Restricted Period, or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; *provided, that* nothing in this Section 7.6 (b) shall prevent Seller or any of its Affiliates from hiring (i) any employee whose employment has been terminated by Buyer or (ii) after 180-days from the date of termination of employment, any employee whose employment has been terminated by the employee.

(c) Seller acknowledges that a breach or threatened breach of this Section 7.6 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from the Mason County, Washington Superior Court (without any requirement to post bond).

(d) Seller acknowledges that the restrictions contained in this Section 7.6 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 7.6 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable law in Washington State, then the Mason County, Washington Superior Court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable law. The covenants contained in this Section 7.6 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

(e) Brendan Mahaffey and Kate Cissna shall not be bound by any of the restrictive covenants established in this Agreement following Closing.

SECTION 7.7: CLOSING CONDITIONS. From the date hereof until the Closing, each party hereto shall use commercially reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article VIII hereof.

SECTION 7.8: PUBLIC ANNOUNCEMENTS. Unless otherwise required by applicable law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, and the parties shall cooperate as to the timing and contents of any such announcement.

SECTION 7.9: TRANSFER TAXES. Seller shall pay real property excise tax, and Buyer shall continue all real property special use classifications now existing. In the event Buyer wishes to remove any Real Property from its existing special use classification, it shall be done at the sole expense of Buyer, including paying any compensating tax due. Buyer shall pay all sales tax for all tangible personal property. Real Property tax and personal property tax shall be prorated as of Closing.

ARTICLE VIII

CONDITIONS TO CLOSING

SECTION 8.1: CONDITIONS TO OBLIGATIONS OF ALL PARTIES. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No governmental entity shall have issued, enforced or entered any governmental order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) Seller shall have received all necessary consents, authorizations, orders and approvals and Buyer shall have received all necessary consents, authorizations, orders and approvals in each case, in form and substance reasonably satisfactory to Buyer and Seller, and no such consent, authorization, order and approval shall have been revoked.

SECTION 8.2: CONDITIONS TO OBLIGATIONS OF BUYER. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement prior to or on the Closing Date.

(b) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect.

(c) Buyer shall have received (at Seller's expense) an owner's standard title insurance policy with respect to each parcel of Real Property, issued by a nationally recognized title insurance company acceptable to Buyer, written as of the Closing Date, insuring Buyer in such amounts as set out in Exhibit "F", the Purchase Price Allocation Schedule, together with such endorsements, and otherwise in such form, as Buyer shall require, provided that endorsements and additional form shall be at Buyer's expense. Such title insurance policy shall insure fee simple title to each Real Property, free and clear of all monetary encumbrances other than Permitted Encumbrances.

(d) All monetary encumbrances relating to the Purchased Assets shall have been released in full, other than Permitted Encumbrances, and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such encumbrances.

(e) Buyer shall have received true and complete copies of all resolutions adopted by the board of managers or Manager of Seller authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by this Agreement.

(f) Buyer shall have received a certificate of the Manager (or equivalent officer) of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement and the other documents to be delivered hereunder.

(g) Buyer shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the "**FIRPTA Certificate**") that Seller is not a foreign person within the meaning of Section 1445 of the Code duly executed by Seller.

(h) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(i) Buyer shall have carefully completed its Feasibility Study, determined it wishes to complete this purchase, and waives all Feasibility related contingencies.

SECTION 8.3: CONDITIONS TO OBLIGATIONS OF SELLER. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(b) Buyer shall have delivered the Purchase Price to the Escrow Agent pursuant to Section 3.2(b).

(c) Seller shall have received a certificate of the Chief Executive Officer (or equivalent officer) of Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors and Tribal Council of Buyer authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated by this Agreement.

(d) Seller shall have received a certificate of the Chief Executive Officer (or equivalent officer) of Buyer certifying the names and signatures of the officers of Buyer authorized to sign this Agreement and the other documents to be delivered hereunder and thereunder.

(e) Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

ARTICLE IX

INDEMNIFICATION

SECTION 9.1: SURVIVAL. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is two (2) years from the Closing Date. All covenants, warranties and agreements of the parties contained herein shall survive the Closing for two (2) years.

SECTION 9.2: INDEMNIFICATION BY SELLER. Subject to the other terms and conditions of this Article IX, Seller shall indemnify and defend the Buyer against, and shall hold Buyer harmless from and against, and shall pay and reimburse Buyer for, any and all losses incurred or sustained by, or imposed upon, the Buyer based upon, arising out of, with respect to or by reason of:

(a) Any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing;

(b) Any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement;

(c) The Seller will indemnify and hold harmless the Buyer from any loss or liability the Buyer incurs in connection with or as a result of a breach by Seller of this Agreement, and reasonable attorney fees, and those which directly or indirectly arise out of the Seller's use, generation, manufacture, production, storage, release, threatened release, discharge or disposal of a hazardous substance. This indemnity will apply to hazardous substance on, under or about the Seller's property. In no event will Seller's entire indemnity obligation to Buyer exceed the lesser of actual property damages caused by Seller or the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000). Seller has disclosed that the previous owner of the Mason County property, Don Dahman, disposed of solid waste on a portion of the property, and, after acquiring the property, Seller spent approximately \$200,000 to remove the solid waste placed by the prior property owner. Seller further discloses to Buyer that additional solid waste may be present on the Real Property that was not previously discovered or removed, and Buyer agrees that Seller's representations and warranties in this Agreement shall not be deemed or construed to apply to any such solid waste and that Seller shall have no liability or responsibility of any nature with respect thereto; or

(d) From the Purchase Price, TWO HUNDRED THOUSAND DOLLARS (\$200,000) shall be held in escrow with Mason County Title Company for eighteen (18) months following Closing, with interest accruing on Seller's account.

SECTION 9.3: INDEMNIFICATION BY BUYER. Subject to the other terms and conditions of this Article IX, Buyer shall indemnify and defend each of Seller and its Affiliates against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) Any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or in any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date; or

(b) Any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement.

ARTICLE X TERMINATION

SECTION 10.1: TERMINATION. This Agreement may be terminated at any time prior to the Closing:

(a) By the mutual written consent of Seller and Buyer;

(b) By Buyer by written notice to Seller if:

(i) After completion of Buyer's Feasibility Study Buyer has solely determined that the Purchased Assets are not suitable for Buyer's intended use; or

(ii) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VIII and such breach, inaccuracy or failure has not been cured by Seller within 10-days of Seller's receipt of written notice of such breach from Buyer; or

(iii) Any of the conditions set forth in Section 8.1 or Section 8.2 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by SEPTEMBER 30, 2016, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

(c) By Seller by written notice to Buyer if:

(i) Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article VIII and such breach, inaccuracy or failure has not been cured by Buyer within 10-days of Buyer's receipt of written notice of such breach from Seller; or

(ii) Any of the conditions set forth in Section 8.1 or Section 8.2 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by SEPTEMBER 30, 2016, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

SECTION 10.2: EFFECT OF TERMINATION. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(a) If Seller terminates this Agreement OR Seller is unresponsive to Buyer’s due diligence requests and Seller’s failure to respond continues for 7-days after written notice, then Buyer’s sole remedy shall be return of the Earnest Money;

(b) As set forth in Section 6.4;

(c) That nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof; and

(d) The parties shall continue to be bound by the Confidentiality and Non-Disclosure Agreements signed by them.

ARTICLE XI
MISCELLANEOUS

SECTION 11.1: EXPENSES. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

SECTION 11.2: NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the day after the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.2):

IF TO SELLER..... CLAMFRESH, LLC, a Texas domestic limited liability company
Nolan Lehmann, Manager
16303 Sterling Gate Ct, Spring, TX 77379
Cell: (713) 962-9455
Email: nlehmann06@comcast.net

With a copy to Richard T. Hoss, Hoss & Wilson-Hoss, LLP
236 W Birch St, Shelton, WA 98584
Office: (360) 426-2999 Fax: (360) 426-6715
Email: rhoss@hctc.com Cell: (360) 490-0550

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IF TO BUYER Squaxin Island Tribe, through its wholly owned enterprises
Island Enterprises, Inc., a tribally chartered corporation
Travis Nabahe, Chief Executive Officer
3591 SE Old Olympic Highway, Shelton, WA 98584
Office: (360) 426-3442 Fax: (360) 427-0628
Email: tnabahe@ieinc.org Cell: (360)

With a copy to Kevin R. Lyon, Director
Squaxin Island Tribe Legal Department
3711 SE Old Olympic Hwy, Shelton, WA 98584
Office: (360) 432-1771, ext 1 Fax: (360) 432-3699
Email: klyon@squaxin.us Cell: (360) 870-2777

SECTION 11.3: HEADINGS. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

SECTION 11.4: SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 7.6(d), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

SECTION 11.5: ENTIRE AGREEMENT. This Agreement and its Exhibits and Schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Exhibits and Schedules, the statements in the body of this Agreement will control. The provisions of each Exhibit and Schedule are incorporated herein by this reference as if fully stated herein. The parties have negotiated the risk of economic loss and allocated it according to the terms of this Agreement.

SECTION 11.6: SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, however*, that prior to the Closing Date, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights under this Agreement to one or more of its wholly-owned subsidiaries. No assignment shall relieve the assigning party of any of its obligations hereunder.

SECTION 11.7: NO THIRD-PARTY BENEFICIARIES. Except as provided in Article IX, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 11.8: AMENDMENT AND MODIFICATION; WAIVER. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth 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.

SECTION 11.9: GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington. Seller shall not be subject to Tribal Court jurisdiction.

SECTION 11.10: MEDIATION THEN ARBITRATION. In the event a dispute shall arise between the parties to this Agreement, the parties agree to participate in good faith in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration & Mediation Service. The parties agree to share equally in the costs of the mediation and cooperate fully in the effort to schedule a mediation session within 30-days of a mediation request by either party to this Agreement.

In the event the dispute is not resolved through mediation, the parties agree to immediately proceed to binding arbitration, either on the same day or within 7-days of the mediation date, by agreement of the parties. The parties agree to share equally in the costs of the arbitration and cooperate fully in the effort to schedule the arbitration hearing. The arbitrator shall have the authority to award all mediation and arbitration costs to the prevailing party, at the discretion of the arbitrator. The award of the arbitrator shall be considered final and binding on the parties.

The parties will cooperate with WAMS and with one another in selecting a mediator from the WAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any WAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or nondiscoverable as a result of its use in the mediation.

SECTION 11.11: ARBITRATION. Subject to the provisions of Section 11.12 below (titled "Limited Waiver of Sovereign Immunity") and except as stated in Subsection 11.11(b) (titled "No Waiver of Self-Help or Provisional Remedies") below, the Buyer and Seller agree, at the Buyer's or Seller's request, to submit to binding arbitration all claims, disputes and controversies between or among the Buyer and Seller (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating in any way to the Agreement and its negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default or termination each, a "**Dispute**".

(a) Governing Rules. Any arbitration proceeding will (i) proceed in Mason County, Washington or such other place as the Buyer and Seller shall mutually agree upon; (ii) be governed by the Uniform Arbitration Act, RCW Title 7.04A; and (iii) be conducted by the Washington Arbitration and Mediation Services ("WAMS"), or such other administrator as the Buyer and Seller shall mutually agree upon, in accordance with the WAMS' commercial dispute resolution procedures, (the commercial dispute resolution procedures to be referred to, as

applicable, as the "Rules"). If WAMS lacks expedited or streamlined rules of procedures, the parties agree to use the Streamlined Procedures of the Judicial Arbitration and Mediation Services ("JAMS"). If there is any inconsistency between the terms hereof and any such Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

(b) No Waiver of Self-Help or Provisional Remedies. This arbitration requirement does not limit the right of either party to (i) exercise self-help remedies including setoff or (ii) obtain injunctive relief before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit all Disputes to arbitration.

(c) Arbitrator Qualifications and Powers. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. The arbitrator will decide (by documents only or with a hearing at the discretion of the arbitrator) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the substantive law of Washington and Texas may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy is not permitted without the consent of both parties.

(d) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20-days before the hearing date and within 100-days of the filing of the Dispute with the WAMS. Any requests for an extension of the discovery periods, or any discovery Disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(e) Payment of Arbitration Costs and Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(f) Miscellaneous. To the maximum extent practicable, the WAMs, the arbitrator, the Buyer and Seller shall take all action required to conclude any arbitration proceeding within 100-days of the filing of the Dispute with the WAMS. The arbitrator, the Buyer, or Seller may not disclose the existence, content or results thereof, except for disclosures of information by the Buyer or Seller required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between the Buyer and Seller potentially applies to a Dispute, the arbitration agreement most directly related to the Agreement or the subject matter of the Dispute shall control. This arbitration agreement shall survive the termination of the Agreement.

SECTION 11.12: LIMITED WAIVER OF SOVEREIGN IMMUNITY. The Buyer hereby expressly waives its sovereign immunity from unconsented suit only for the limited purpose of permitting the commencement, maintenance and enforcement of an arbitration brought by Seller against the Buyer to enforce Seller's rights under the Agreement including any Addendum. The Buyer grants the limited waiver of its sovereign immunity herein, and suit may be initiated if, and only if, each and every one of the following conditions is met: (i) the claim is brought by Seller and not by any third party; (ii) the claim alleges a material uncured breach by the Buyer of one or more of the specific obligations or duties expressly assumed by it under the terms of the Agreement and Addendum(s); (iii) the claim seeks some specific action, or discontinuance of some action, by the Buyer to bring the Buyer into full compliance with the duties and obligations expressly assumed by it under the Agreement and Addendum(s) or, seeks money damages (except special, punitive, or exemplary damages) for a material,

uncured breach of the terms of the Agreement and Addendum(s); and (iv) the claim is first made in a detailed written statement to the Buyer, stating the specific action or discontinuance of action by the Buyer which would cure the alleged breach or non-performance, or the sum of money claimed to be due and owing from the Buyer to Seller and the Buyer shall have failed to cure such breach, non-performance or non-payment within 30 calendar days (or such additional time as may be reasonably required given the nature of the breach) after its receipt of such statement.

In no instance shall enforcement of any kind be allowed against any assets of the Squaxin Island Tribe except funds of Island Enterprises, Inc., that have not been distributed to the Tribe or its members 30-days prior to receipt of the written statement referenced in the prior paragraph.

This limited waiver is applicable to Seller only and does not apply to third parties or actions not arising under the Agreement and Addendum(s). This limited waiver shall also not be construed as a waiver of any immunity of any elected or appointed officer, official, member, manager, employee or agent of the Tribe or the Buyer.

Seller and the Buyer each hereby consent to the jurisdiction of the United States District Court for the Western District of Washington and the Courts of the State of Washington, but only for purpose of enforcing the arbitration award.

SECTION 11.13: SPECIFIC PERFORMANCE. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

SECTION 11.14: 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 facsimile, e-mail 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CLAMFRESH, LLC,
A Texas limited liability company

THE SQUAXIN ISLAND TRIBE,
Through its wholly owned enterprise
ISLAND ENTERPRISES, INC.,
A tribally chartered corporation

(x) _____
NOLAN LEHMANN, Manager

(x) _____
TRAVIS NABAHE, Chief Executive Officer

EXHIBIT SCHEDULE

Exhibit "A"Inventory Schedule

Exhibit "B"Intellectual Property Assets Schedule

Exhibit "C"Tangible Personal Property Schedule and

Exhibit "D"Title Commitment for Mason County Properties

Exhibit "E"Title Commitment for Thurston County Properties

Exhibit "F"Purchase Price Allocation Schedule

Exhibit "G"Bill of Sale

Exhibit "H"Intellectual Property Assignments

Exhibit "I"Residential Rental Agreement

**ASSET PURCHASE AGREEMENT
EXHIBIT "A"**

INVENTORY SCHEDULE

<i>Numbers are in millions unless otherwise indicated</i>								
Clamfresh Inventory	May 31 2016			Closing			Quantity Chg	Asset Change \$\$
	On Hand	Avg Cost	Asset Value SS	On Hand	Avg Cost	Asset Value SS		
Current Year								
Packaging			450					-450
WIP			15,361			0		-15,361
Hatchery								
Cultch (in bags)	2,100	5	10,757					-10,757
Clam Flup	9.7	3,800	36,860					-36,860
Clam Nur	41.3	1,297	53,547					-53,547
Oyster FLUP	11.5	23,940	275,308					-275,308
Oyster NUR								0
Total Hatchery			376,472			0		-376,472
Beach Clams				1.8	0			0
Beach Oyster			20,929	0.56				-20,929
Total CY Inventory			413,212			0		144,847
Y1								
Clams Beach	17	6,388	108,600	17	6,388	108,600		0
Cultch								
Spread (in bags)	1,600	11	18,000	1,600	11.25	18,000		0
Oysters								
Flupsy Wintered	0.82	49,704	40,757	0.00		0		-40,757
Tumblers	2.03	115,693	234,858	1.80	111,937	201,487		-33,371
Spread this year				0.817	90,732	74,128		74,128
Spread last year	1.98	123,599	244,726					-244,726
Total Oyster			520,341			275,615		-244,726
Total Y1			646,941					-244,726
Y2								
Total Clams (lbs)	27,952	1.06	29,750					-29,750
Cultch Meat by Gallo	2,100	12.66	26,585					-26,585
Oyster (dozens)	78,886	1.82	143,255					-143,255
Total Y2			199,590			0		-61,788
Y3 (Cultch in gal. est)	550		12,048	550		12,048		0
TOTAL			1,271,791					23,860
			less WIP/Pkg			less WIP/Pkg		
			1,255,980					

**ASSET PURCHASE AGREEMENT
EXHIBIT "B"**

INTELLECTUAL PROPERTY ASSETS SCHEDULE

Trade Names

Clam Fresh
Big Cove Shellfish
Big Cove Oysters

Web Site www.bigcove.com

Web site source documents and photos

Hatchery Manual (Work In Progress, Components on Dropbox and on site)

Hatchery Inventory Platform in Excel, K Cissna author

Wet Storage Certification & WADOH Shellstock Shipper License

USFDA & WSDA Approved HACCP Plan

Maintenance Schedules

Maintenance Records

Equipment Warranties and Manuals

Algal Records & Bay Water Quality Records

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

CLASS / DESCRIPTION		ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
AUTO EQUIPMENT		58,875	
1	Delivery 2003 International Refer Mid Sz Box Truck dump truck (scrapped)		
2	Dump 99 Freightliner GVW 80,000 CASE Backhoe 580L 1999-2000 sn: JIG0243643 John Deere Backhoe (scrapped) Forklift Daewoo Model G25E-3, Eager Beaver 2 Axle Trailer		1HTMMAAM13H601553
BOATS EQUIPMENT		77,506	
	Edwing Gravel / Harvest Barge		
	Wooldridge Crew Work Boat 1990 Steel Hull 16' w/ 90HP Evanrude MTR 9655 Motor		144,915
	Motor: Johnson 100HP 96 motor - 960 dahman unused	Total Boats & Veh	
BEACH/FARM EQUIPMENT			
	Auto Case Back Hoe 580L	32,986	
	Yale Forklift - from Best Fish - runs		
	Daewoo Forklift		
	88 Eager Beaver 2 Axle Trailer		
	Clam	11,186	
	Predator Nets 170 qty		
	Predator Nets 83 qty		
	Predator Nets 50 qty		
	Oyster	10,203	
	Pillow Bags 1/4" seed, 2,450 qty, w/caps&pipe		
	Hog Ring Gun GreatLakes Fasteners		
	Rebar		
	2000 8 mm app,100 16 mm tumblers w SS bag clips		
	Redden Marine 500 qty bouy		
	<i>Total Oyster Equipment 2010</i>		
	2,750 1/2" Tumblers from Taylor & Berndt		
	500 qty tumblers, 1/2" Taylor		
	1,000 qty 1/2" tumblers, taylor + SS clips AK Copper		
	388 Bouys		

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

CLASS / DESCRIPTION		ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
	1,438 Tumblers Nisqually Tribe		
	1100 AP6 Oyster tumblers		
	CULTCH Oyster Shell Washer		
	Welding Equipment	852	
	Mill Trailblazer, kubota tractor, plasma cutter etc		
	Triac S Plastic Welder & Kit 120V 1600w		
	Seed Harvester	5,822	
	DOCK EQUIPMENT	1,044	
	Float Workstation plus 2013 imprv		
	Cedar Logs 30' Sink Float/Wave Perim		
	FURNITURE AND FIXTURES	15,162	
	<i>Trlr Office</i> Obayashi Office Trailer 10' x 30'		
	<i>Lab Trler</i> Mobile Office 12'x50'		
	<i>Lab Addit</i> greenhouse addit to lab --batch algae house		
	<i>Trlr Office</i> 8' x 16' mobile office trailer plus steps		
	<i>Trlr Office</i> Laboratory/Sales Office Trailer		
	<i>Strg Trlrs</i> 2 qty, toolshop & stg		
	HATCHERY EQUIPMENT		
	<i>Algae Equip</i>	27,582	
	Algae Bag System Start Up 25 bag		
	Pasteurizer--		
	Pasteurizer-- Custom built		
	4 Blowers 5z188 regen.blower @ 1 air compressor		
	Batch Algae: tanks 4700, plumb, lumber concrete		
	Batch algae pump, pvc, valves for distrib.		
	alum. channel grow light structural, air lines		
	<i>Autoclave</i>	2,876	
	<i>Boiler & Heat Exchanger</i>	55,409	
	steam recovery box		

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

CLASS / DESCRIPTION	ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
<i>Broodstock/High Density Equip (\$27,505 total)</i>	13,374	
2 qty 1500 gal open top cyl tanks		
4 qty 102 gal open top rect tanks w lids		
Cole Parmer Hi Pressure Pump & Sump Pump		
Cole Parmer Filter Housing PP sing lgth EW29990		
Tri Cor Plastics High Density Tanks qty		
Sefar Nitex Screens for larvae		
Ryan Herco: Filtration Unit for SP/HD		
Ferguson plumbing/air lines, valves		
Labor & tools on construction		
U22-001 Hobo water temp pro v2 data logger		
EW-95802-12 tubing silicone 1/4x 3/8 by 25' @ 12		
FT391 fiberglass tank 4@118.50		
Fiberglass gelcoat tanks FT391 8 of 12@118.50		
BUC02-BT28220522-Blue Plastic Bakery tray 28x22x4.75H w/ buckets		
plumb lines: HD Fowler plumbing materials		
metered valves1078002 1/4" valve labcock MPTxHB 12@12		
Parastaltic Pump and pump head		
1 inch camlocks & gauges		
<i>Downweller Equip (LARVAL, SETTING EQP)</i>	7,358	
DW System Contruction - Hatchery Start Up		
Flow Meters: Buy, install s for feed sys ferg enterp.		
Flow Meters addit 10 3/8" flow meter ryanherco		
qty bottom tanks for upwell/downwell silos		
<i>Flupsy Equip</i>		
first flupsy platform/grade station	6,920	
24 Box Flupsy Construction Completed 2010		
Hoist, I Beams	56,881	
flupsy platform, frame, hoist, labor construc. instl		
Misc hardware, pvc, weld materials		
first propellers, first motor & parts		
Screens western wire works		
electrical and assoc labor		

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

	CLASS / DESCRIPTION	ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
	18 Fiberglass flupsy Boxes w/ bottom frame 316 SS		
	x6 outflow frames & outflow screens		
	sales tax		
	steel components		
	SS Beams, Angle Alaskan Copper, ryan herco		
	Sefar Flupsy Screens		
	Aries electrical -- install wiring and panel		
	dean Hoak - flupsy welding		
	flupsy drive system, gear box, motor, 2 speed drives, etc		
	Alaskan copper, materials for flupsy structural		
	2nd drive sys, props, Kruger & Sons & Tacoma Prop.		
	Bearings, pillow block		
	Float-for 24 box FLUPSY		
	flupsy channels and rivers, bolts, screen&river install		
	welding supplies, misc hardware, misc labor, dump		
	zincs, bearings, shaft, shaft couplers, urethane insert		
	flupsy pump housing		
	D Hoak, machinery/structural install & welding		
	Hoist: SS parts		
	Additional Flupsy Upgrades	4,833	
	Variable Speed Drive-Practec		
	addit 6 flupsy boxes Fiberglass Marine		
	Baldor speed drive VSiMD-210		
	Bottom Screen repl (5-7 yr part) West Group		
	Vibco Seed Grader Motor		
	Fresh Water Equip SYSTEM	8,424	
	fresh water treatment sys, well upgrd & hold tank		
	Braswell TTD948, 1358Aircat Neutralizer, New Pressure Tank, filter housing, post filter plumbing		
	Generator: 60 KW OLYMPIAN GEN	4,152	
	Intake/Filtration Equip	15,020	
	Main Intake Lines & Pump, Elect Install...		
	air diffuser & pump		
	Sand Filter 4 Qty		

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

CLASS / DESCRIPTION		ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
	main pump: Gorman Rupp T4A60S-B /F,		
	Gravity Feed Sys & Protein Skimmer		
	6 housings, new media gauges& valves		
	348045-AQ sparus pump w cft for AQ black		
	Laboratory Equip	7,861	
	microscope w/cam (repl stolen)		
	Clarkson Lab water meter (repl stolen)		
	Laboratory&Flask Room StartUp see detail		
	Ozone Machine	12,696	
	steam gun		
	Upweller EQP	3,609	
	model 840 lg upwell tank w/ ten tubes 14"		
	lg upwell screens & install		
	plumbing hardware		
	18 qty 22" silos		
	updraft bottom boxes 10 qty		
	updraft screen frame 10 qty		
	weight box 10 qty		
	screen attach labor & weld		
	Gasket		
	Plumbing, castors, misc hardware upw install		
	Grader, box, trough, aluminum for frames		
	Temp controller, o ring valves		
	3 pumps SP4020NS Hayward Northstar 2HP en effic 240v		
	HIPRESSURE BLOWER 3 HP 115/230V 60HZ SINGLE PHASE		
	Upwell/dw, Model 332 BOX @ 2 w/ 1" urethane foam		
	Fib Marine 9 upwell boxes, screens, plumb lines		
	OFFICE EQUIP & COMPUTER	1,402	
	Security Sys ADT, 4 cams, door alarms hatch/flup/office		
	3030 Optiplex AIO Dell New		
	WHOLESALE EQP	9,197	
	Pkging Eqp Box Stapler		
	Wet Stg Bulkhead Awning HACCP req over wet stg		

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

CLASS / DESCRIPTION		ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
	Pump for wet storage sys		
ICE	2 ice makers, get detail from best fish		
	PC25PLV 25 hp rotary phase converter & overhaul unit , upgrade, labor		
STEEL BUILDING	unassembled, in storage 3731 Bloomfield	29,715	
		<u>480,947</u>	
		480,947	

**CLAMFRESH, LLC - ISLAND ENTERPRISES, INC.
ASSET PURCHASE AND SALE AGREEMENT**

EXHIBIT "D"

**TITLE COMMITMENT FOR
MASON COUNTY PROPERTIES**

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:



Authorized Countersignature


Mason County Title Company
130 W Railroad
PO Box 278
Shelton, WA 98584
(360) 426-9713

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



Mason County Title Company
130 W Railroad
PO Box 278
Shelton, WA 98584

MCTC Order Number: 124914

Title Officer: Dennis Pickard
Phone Number: (360) 426-9713 Ext. 202
dennis.p@masoncountytile.com

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: June 23, 2016 at 8:00 A.M.

2. Policy Or Policies To Be Issued:

- (X) ALTA OWNER'S POLICY, (6/17/06)
(X) STANDARD () EXTENDED

Table with 2 columns: Description (Amount, Premium, Other, Tax, Total) and Value (To Be Determined, \$1,000.00, \$88.00, \$1,088.00)

Proposed Insured:

Squaxin Island Tribe, a federally recognized Indian tribe

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

As to PARCELS 1 and 3: Qualified Fee; As to the remainder: Fee Simple

4. Title to said estate or interest in said land is at the effective date hereof vested in:

ClamFresh LLC, a Texas limited liability company

5. The land referred to in this commitment is located in the County of Mason, State of Washington, and described in Exhibit "A":

**SCHEDULE B
PART I**

Standard Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

Note: Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to Standardization of Recorded Documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder:

Format:

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.

Font size of 8 points or larger and paper size of no more than 8 ½" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information which must appear on the first page:

Title or titles of document. If assignment or reconveyance reference to auditor's file number of subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter quarter section for unplatted).

Assessor's tax parcel number(s)

Return address which may appear in the upper left hand 3" top margin

End of Standard Requirements

SCHEDULE B PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

Standard Exceptions:

1. Taxes or assessments which are not shown as existing liens by the public records.
2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
7. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
8. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

End of Standard Exceptions

**SCHEDULE B
PART II**

Special Exceptions:

1. As to PARCEL 1:

Last half of 2016 Real Estate Taxes unpaid;
Amount of last half: \$35.60
Parcel No.: 31914 10 80830

As to PARCEL 2:

Last half of 2016 Real Estate Taxes unpaid;
Amount of last half: \$5476.37
Parcel No.: 31914 24 90032

As to PARCEL 3:

2016 Real Estate Taxes paid in full;
Original amount: \$17.85
Parcel No.: 31914 40 80840

As to PARCEL 4:

Last half of 2016 Real Estate Taxes unpaid;
Amount of last half: \$1398.46
Parcel No.: 31915 13 00000

As to PARCELS 5 and 6:

Last half of 2016 Real Estate Taxes unpaid;
Amount of last half: \$201.18
Parcel No.: 31915 31 00000

CLASSIFIED FOREST LAND.

Recorded: June 5, 1985
Auditor's File No. 440912

Classified as "forest land" for tax purposes under the provisions of Chapter 204, Section 28, Laws of 1984. Subject to applicable taxes, penalties and interest as provided by statute upon removal of this special tax classification. Consult Mason County Assessor prior to any sale to determine the effects of sale, requirements for continuance of classification, and or compensating tax due.

Last half of 2016 Real Estate Taxes unpaid;
Amount of last half: \$364.04
Parcel No.: 31915 32 00000

As to PARCEL 7:

2016 Real Estate Taxes paid in full;
Original amount: \$37.37
Parcel No.: 32002 11 70130

As to PARCEL 8:

2016 Real Estate Taxes paid in full;
Original amount: \$0.00
Parcel No.: 32002 11 70131

As to PARCEL 9:

Last half of 2016 Real Estate Taxes unpaid;
Amount of last half: \$1541.16
Parcel No.: 32002 11 90061

As to PARCEL 10:

2016 Real Estate Taxes paid in full;
Original amount: \$30.62
Parcel No.: 32016 34 70500

Last half of 2016 Real Estate Taxes unpaid;
Amount of last half: \$487.83
Parcel No.: 32021 20 70510

As to ClamFresh, LLC:

Personal Property Taxes levied on the within described land for the last half of the year 2016 unpaid;
Original amount of last half: \$281.85
Parcel No.: 10 07113

2. Excise Tax in the amount of 1.78% of the sales price (plus an additional \$5.00 effective July 1, 2005), due and payable to the Mason County Treasurer at the time of sale. (Assessed Value(s): \$1,501,660 - real property; \$50,000 - personal property)
3. As to PARCEL 1:
RESERVATIONS - SECOND-CLASS TIDELANDS.
Reserved By: State of Washington.
Volume 8 O.L., page 148.
Reserving all oils, gas, coal, ores, minerals and fossils, together with the right to enter, develop and remove same, provided, that prior to said development the State shall pay the landowner all damages sustained by said entering; ALSO, the right to use said second-class tidelands for ingress and egress for lumbering and/or logging railroads or other easements necessary for moving timber, stone, minerals and other products from other lands, after reasonable compensation has been paid.
4. As to PARCEL 3:
RESERVATIONS - TIDELANDS.
Reserved By: State of Washington.
Volume 1 of Deeds, page 465.
Reserving all oils, gas, coal, ores, minerals and fossils, together with the right to enter, develop and remove same, provided, that prior to said development the State shall pay the landowner all damages sustained by said entering; ALSO, the right to use said second-class tidelands for ingress and egress for lumbering and/or logging railroads or other easements necessary for moving timber, stone, minerals and other products from other lands, after reasonable compensation has been paid.
5. As to PARCELS 1 and 3:
BUSH ACT. Title to the tidelands herein described is a qualified fee under a state law passed March 2, 1895, commonly known as the "Bush Act"; said title is subject to the conditions and reservations set forth in deed from State of Washington under which title is claimed, as said conditions and reservations have been subsequently modified by statute.
6. As to PARCEL 3:
EASEMENT. Subject to a perpetual, exclusive easement for ingress and egress, 65 feet in width, as reserved in instrument recorded March 14, 1956, Auditor's File No. 162828.
7. As to PARCEL 4:
EASEMENT. Subject to a perpetual, non-exclusive easement for road purposes only, 40 feet in width, as described in instrument recorded under Auditor's File No. 197493.

8. As to PARCELS 2 and 4:
UTILITY EASEMENT.
To: Public Utility District #3 and other utilities public and private.
Recorded: February 23, 1975
Auditor's File No. 309502
For the purpose of installing, laying, constructing, renewing, operating and maintaining electric, telephone, gas, water, television, sewer and other utilities public and private including surface drainage.
9. As to PARCEL 4:
EASEMENT. Subject to a perpetual, non-exclusive easement for ingress and egress, over and across an "existing" roadway, as described in instrument recorded April 26, 1982, Auditor's File No. 402629.
10. As to PARCELS 2 and 4:
EASEMENT. Subject to easements for ingress, egress and utility purposes over and across "existing roadways beginning at Bloomfield County Road", as disclosed in instruments recorded September 7, 1990, Auditor's File No. 514900, recorded November 2, 1990, Auditor's File No. 517916, recorded December 17, 1990, Auditor's File No. 520080, recorded August 12, 1993, Auditor's File No. 570284, and in other instruments of record.
11. As to PARCEL 2:
EASEMENT. Subject to an easement for ingress, egress and utilities, 60 feet in width, as reserved in instrument recorded November 2, 1990, Auditor's File No. 517916, and as shown on the map of Short Subdivision No. 2176, recorded April 15, 1992, Auditor's File No. 542631.
12. As to PARCEL 2:
UTILITY EASEMENT.
To: P.U.D. No. 3 of Mason County, Washington.
Recorded: October 9, 1991
Auditor's File No.: 533677
For the purpose of installing, laying, constructing, renewing, operating and maintaining electric utilities, public and private.
13. As to PARCEL 2:
EASEMENTS. Subject to perpetual easements for a septic drainfield and for a pipeline thereto, as described in instrument recorded July 23, 1993, Auditor's File No. 569022.
Refer to instrument for a more particular statement.
14. As to PARCELS 2 and 4:
ROAD MAINTENANCE AGREEMENT.
Between: Ernest A. Dahman, et al.
Dated: August 2, 1993
Recorded: August 12, 1993
Auditor's File No.: 570284
Provisions for cost of maintenance of a private road easement.
15. As to PARCEL 4:
UTILITY EASEMENT.
To: P.U.D. No. 3 of Mason County, Washington.
Recorded: February 10, 1994
Auditor's File No.: 581961
For the purpose of installing, laying, constructing, renewing, operating and maintaining electric utilities, public and private.

16. As to PARCEL 4:
UTILITY EASEMENT.
To: P.U.D. No. 3 of Mason County, Washington.
Recorded: February 10, 1994
Auditor's File No.: 581962
For the purpose of installing, laying, constructing, renewing, operating and maintaining electric utilities, public and private.
17. As to PARCEL 4:
BOUNDARY LINE ADJUSTMENT NO. 00-02. The combined tracts set forth therein shall not be further subdivided without prior written permission of the Mason County General Services Department.
Recorded: January 14, 2000
Auditor's File No.: 1705063
18. As to PARCEL 4:
EASEMENT. Subject to a perpetual, non-exclusive easement for ingress, egress and utilities, 10 feet in width, as described in Boundary Line Adjustment No. 00-02 recorded January 14, 2000, Auditor's File No. 1705063.
19. As to PARCEL 4:
EASEMENTS. Subject to perpetual, non-exclusive easements for unspecified purposes, 40 feet in width, as described in Boundary Line Adjustment No. 00-02, recorded January 14, 2000, Auditor's File No. 1705063, said easement being shown on the map thereof as a "driveway".
20. As to PARCEL 2:
EASEMENT. Subject to a perpetual, non-exclusive easement for the sole purpose to maintain, trim, cut and remove vegetation which obstruct view, air or light, as granted in instrument recorded June 21, 2000, Auditor's File No. 1713321.
21. As to PARCEL 2:
UTILITY EASEMENT.
To: P.U.D. No. 3 of Mason County, Washington.
Recorded: October 6, 2000
Auditor's File No.: 1719940
For the purpose of installing, laying, constructing, renewing, operating and maintaining electric and communication utilities, public and private.
22. As to PARCEL 4:
UTILITY EASEMENT.
To: P.U.D. No. 3 of Mason County, Washington.
Recorded: October 6, 2000
Auditor's File No.: 1719942
For the purpose of installing, laying, constructing, renewing, operating and maintaining electric and communication utilities, public and private.
23. As to PARCEL 2:
EASEMENT. Subject to a perpetual, non-exclusive easement for ingress, egress, utilities and drainage, 20 feet in width, as granted in instrument recorded January 3, 2002, Auditor's File No. 1746656.
24. As to PARCEL 2:
EASEMENTS. Subject to easements for ingress, egress and utilities, 60 feet in width, as described in Boundary Line Adjustment No. 09-08, recorded April 2, 2009, Auditor's File Nos. 1937147 and 1937148, and as described on survey recorded February 5, 2010, in Volume 36 of Surveys, page 129, Auditor's File No. 1952946.
25. As to PARCEL 4:
DECLARATION OF COVENANT FOR PUBLIC WATER SUPPLIES recorded February 8, 2010, Auditor's File No. 1952998.
NOTICE TO FUTURE PROPERTY OWNERS recorded February 8, 2010, Auditor's File No. 1952999.
Refer to instruments for a more particular statement.

26. As to PARCEL 4:
UTILITY EASEMENT.
To: P.U.D. No. 3 of Mason County, Washington.
Recorded: February 8, 2010
Auditor's File No.: 1953000
For the purpose of installing, laying, constructing, renewing, operating and maintaining electric and communication utilities, public and private.
27. As to PARCELS 5 and 6:
BOUNDARY LINE ADJUSTMENT NO. 10-18. The combined tracts set forth therein shall not be further subdivided without prior written permission of the Mason County Department of Community Development.
Recorded: July 1, 2010
Auditor's File Nos.: 1959480 and 1959481
28. As to PARCELS 5 and 6:
EASEMENT. Subject to a private easement for ingress, egress and utilities, 60 feet in width, including a cul-de-sac having a radius of 60 feet, as shown on the map of Boundary Line Adjustment No. 10-18, recorded July 1, 2010, in Volume 36 of Surveys, page 228, Auditor's File No. 1959481.
29. As to PARCELS 5 and 6:
EASEMENT. Subject to a drainage easement, 10 feet in width "subject to approval of stormwater plan", as shown on the map of Boundary Line Adjustment No. 10-18, recorded July 1, 2010, in Volume 36 of Surveys, page 228, Auditor's File No. 1959481.
30. As to PARCELS 5 and 6:
Subject to provision set forth on the map of Boundary Line Adjustment No. 10-18, recorded July 1, 2010, in Volume 36 of Surveys, page 228, Auditor's File No. 1959481, including "proposed wetland buffers".
Refer to instrument for a more particular statement.
31. As to PARCEL 4:
EASEMENT. Subject to an easement for road purposes, as set forth in instrument recorded July 26, 2010, Auditor's File No. 1960477.
Refer to instrument for a more particular statement.
32. As to PARCELS 4, 5 and 6:
DECLARATION OF COVENANTS ASSOCIATED WITH PRIVATELY MAINTAINED STORM DRAINAGE FACILITIES recorded August 27, 2012, Auditor's File No. 1994514.
Refer to instrument for a more particular statement.
33. As to PARCEL 2:
BOUNDARY LINE ADJUSTMENT NO. 14-43. The combined tracts set forth therein shall not be further subdivided without prior written permission of the Mason County Department of Community Development.
Recorded: November 20, 2014
Auditor's File Nos.: 2032868 and 2032869
34. As to PARCELS 7, 8 and 9:
EASEMENT. Subject to a perpetual, non-exclusive easement for ingress and egress, for parking, and for the launch, passage and use of boats and other equipment as may be used in connection with the cultivation, growing and harvest of shellfish, gravelling, smoothing, or other activities, as described in instrument recorded June 23, 2008, Auditor's File No. 1922879.
Refer to instrument for a more particular statement.

35. As to PARCELS 7 and 8:
RESERVATIONS - SECOND-CLASS TIDELANDS.
Reserved By: State of Washington (by applicable Washington statute)
Volume 10 of Deeds, page 164
Volume 25 of Deeds, page 433.
Auditor's File No.: 12482 and 26982.
Reserving all oils, gas, coal, ores, minerals and fossils, together with the right to enter, develop and remove same, provided, that prior to said development the State shall pay the landowner all damages sustained by said entering; ALSO, the right to use said second-class tidelands for ingress and egress for lumbering and/or logging railroads or other easements necessary for moving timber, stone, minerals and other products from other lands, after reasonable compensation has been paid.
36. As to PARCELS 7 and 8:
Any question of the location of lateral boundaries of the second-class tidelands described herein which may be asserted by the owners of the adjoining second-class tidelands.
37. As to PARCELS 7 and 8:
The Title Company notes that the legal description of the government meander line as set forth in deed from the State of Washington to Simpson Logging Co., recorded June 2, 1902, Auditor's File No. 12482 is not consistent with the map of the Department of Natural Resources of said meander line in that the courses and distances set forth in said deed do not, according to the Department of Natural Resources map, begin at the intersection of the lot line between Government Lots three (3) and four (4). The Title Company does not insure any portion of the tidelands described herein lying Southwesterly of said intersection.
38. As to PARCEL 9:
UTILITY EASEMENT.
To: P.U.D. No. 3 of Mason County, Washington.
Recorded: August 22, 1988
Auditor's File No.: 484702
For the purpose of installing, laying, constructing, renewing, operating and maintaining electric utilities, public and private.

"An underground power line to be buried along existing driveway as staked and agreed upon."
39. As to PARCEL 9:
EASEMENT. Subject to a perpetual, non-exclusive easement for road and utility purposes, 40 feet in width, as described in instrument recorded January 27, 1993, Auditor's File No. 558857.
40. As to PARCEL 9:
WELL COVENANT
Subject to restrictions on use of well site area as described in instrument recorded July 19, 1994, under Auditor's File No. 591827.
41. As to PARCEL 9:
Subject to provisions set forth on the map of Short Subdivision No. 2593, recorded May 11, 1995, in Volume 1 of Short Plats, page 1, Auditor's File No. 607363.
Refer to instrument for a more particular statement.
42. As to PARCEL 9:
CERTIFICATE OF RESIDENTIAL USE recorded August 10, 1995, Auditor's File No. 612034.
Refer to instrument for a more particular statement.
43. As to PARCEL 9:
EASEMENT. Subject to a perpetual, non-exclusive easement for ingress, egress, drainage, utilities and communication cable, 40 feet in width, as described in instrument recorded January 5, 1996, Auditor's File No. 620188.

44. As to PARCEL 9:
EASEMENT. Subject to a perpetual, non-exclusive easement for ingress, egress, drainage, utilities and communication cable, 30 feet in width, as described in instrument recorded January 5, 1996, Auditor's File No. 620188.
45. As to PARCEL 9:
ROAD MAINTENANCE AGREEMENT.
Between: Stephen R. Berndt, et al.
Dated: December 28, 1995
Recorded: January 5, 1998
Auditor's File No.: 620188
Refer to instrument for a more particular statement.
46. As to PARCEL 9:
WATER AGREEMENT.
Between: Stephen R. Berndt, et al.
Dated: August 1, 2001
Recorded: January 22, 2002
Auditor's File No.: 1747699
Refer to instrument for a more particular statement.
47. As to PARCEL 9:
EASEMENT. Subject to an easement solely for access, the installation of connections to a water system, and maintenance and repair over an "existing roadway", including an easement over a 10'X10' well house site, as described in instrument recorded January 22, 2002, Auditor's File No. 1747699.
48. As to PARCEL 9:
UTILITY EASEMENT.
To: P.U.D. No. 3 of Mason County, Washington.
Recorded: June 1, 2006
Auditor's File No.: 1869033
For the purpose of installing, laying, constructing, renewing, operating and maintaining electric and communication utilities, public and private.
49. As to PARCEL 10:
RESERVATIONS - SECOND-CLASS TIDELANDS.
Reserved By: State of Washington (by applicable Washington statute)
Volume 41 of Deeds, page 304 and Volume 124 of Deeds, page 13 .
Auditor's File No.: 39752 and 128807
Reservation as follows: All oils, gas, coal, ores, minerals and fossils, together with the right to enter, develop and remove same, provided, that prior to said development the State shall pay the landowner all damages sustained by said entering; any the right to use said land for ingress and egress for lumbering and/or logging railroads or other easements necessary for moving timber, stone, minerals and other products from other lands, after reasonable compensation has been paid; all as provided by applicable Washington statute.
50. As to PARCELS 5 and 6:
The Title Company finds no insurable means of access to the within described land from an established public road.

51. As to PARCEL 10:

DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT. Subject to the covenants and agreements set forth therein and terms of the note or other instrument secured thereby.

Grantor: ClamFresh, LLC, a Texas limited liability company
Trustee: Mason County Title Company
Beneficiary: Daniel A. Breen III, as Trustee for the Quin Daniel 1991 Trust, a Texas trust, Daniel A. Breen III, as Trustee for the John B. Goodman Jr. 1991 Trust, a Texas trust, and Daniel A. Breen III, as Trustee for the Harriett Elizabeth Goodman 1991 Trust, a Texas trust
Dated: June 8, 2007
Recorded: June 12, 2007
Auditor's File No. 1898435
Secures the payment of \$680,000.00, plus interest.

Contains "DUE ON SALE" clause, as well as other financial terms and conditions.

SUPPLEMENT AND AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FINANCING STATEMENT recorded December 1, 2008, Auditor's File No. 1931413.

52. As to PARCEL 10:

DEED OF TRUST. Subject to the covenants and agreements set forth therein and terms of the note or other instrument secured thereby.

Grantor: ClamFresh, LLC, a Texas limited liability company
Trustee: Mason County Title Company
Beneficiary: Charles O. Dahman and Kelli J. V. Dahman, husband and wife
Dated: June 5, 2007
Recorded: June 12, 2007
Auditor's File No. 1898436
Rerecorded: June 18, 2007
Auditor's File No. 1898877
Secures the payment of \$300,000.00, plus interest.

Contains "DUE ON SALE" clause, as well as other financial terms and conditions.

SUBORDINATION AND INTERCREDITOR AGREEMENT AND FINANCING STATEMENT recorded June 12, 2007, Auditor's File No. 1898437.

The Beneficial interest now held of record by:

JBG Interests, LLC, a Delaware limited liability company, and HEG Interests, LLC, a Delaware limited liability company, each to an undivided 50% interest
Assignment of Deed of Trust Dated: July 13, 2011
Recorded: July 20, 2011
Auditor's File No.: 1976664

53. As to PARCELS 1 to 6:

DEED OF TRUST. Subject to the covenants and agreements set forth therein and terms of the note or other instrument secured thereby.

Grantor: ClamFresh LLC, a Texas limited liability company
Trustee: Mason County Title Company
Beneficiary: Daniel A. Breen, III, as Trustee for the John B. Goodman Jr. 1991 Trust, a Texas trust, and Daniel A. Breen, III, as Trustee for the Harriett Elizabeth Goodman 1991 Trust, a Texas trust
Dated: November 26, 2008
Recorded: December 1, 2008
Auditor's File No. 1931410
Secures the payment of \$2,200,000.00, plus interest.

Contains "DUE ON SALE" clause, as well as other financial terms and conditions.

INCLUDES OTHER LAND.

54. As to PARCELS 1 to 6, and 10:

SUPPLEMENTAL AND AMENDMENT TO DEED OF TRUST. Subject to the covenants and agreements set forth therein and terms of the note or other instrument secured thereby.

Grantor: ClamFresh LLC, a Texas limited liability company
Trustee: Mason County Title Company
Beneficiary: Daniel A. Breen, III, as Trustee for the Bailey Quin Daniel 1991 Trust, a Texas trust, Daniel A. Breen, III, as Trustee for the John B. Goodman Jr. 1991 Trust, a Texas trust, and Daniel A. Breen, III, as Trustee for the Harriett Elizabeth Goodman 1991 Trust, a Texas trust
Dated: November 26, 2008
Recorded: December 1, 2008
Auditor's File No. 1931413

Being an amendment to that certain Deed of Trust recorded June 30, 2007, Auditor's File No. 1898435, to secure the within described land under said Deed of Trust, as well as other financial terms and conditions.

Contains "DUE ON SALE" clause, as well as other financial terms and conditions.

INCLUDES OTHER LAND.

55. As to PARCELS 7, 8 and 9:

DEED OF TRUST. Subject to the covenants and agreements set forth therein and terms of the note or other instrument secured thereby.

Grantor: ClamFresh, LLC, a Texas limited liability company
Trustee: Mason County Title Company
Beneficiary: Daniel A. Breen III, as Trustee for the John B. Goodman Jr. 1991 Trust, a Texas trust and Daniel A. Breen III, as Trustee for the Harriett Elizabeth Goodman 1991 Trust, a Texas trust
Dated: November 26, 2008
Recorded: December 1, 2008
Auditor's File No. 1931414
Secures the payment of \$858,918.00, plus interest.

Contains "DUE ON SALE" clause, as well as other financial terms and conditions.

56. As to a portion of PARCEL 2:

DEED OF TRUST. Subject to the covenants and agreements set forth therein and terms of the note or other instrument secured thereby.

Grantor: Clamfresh, LLC, a Texas limited liability company
Trustee: Mason County Title Company
Beneficiary: Donald A. Dahman, an unmarried man
Dated: November 26, 2014
Recorded: November 26, 2014
Auditor's File No. 2033118
Secures the payment of \$60,000.00, plus interest.

Contains "DUE ON SALE" clause, as well as other financial terms and conditions.

The Beneficial interest assigned to:

Michael E. Longan and Bennie E. Longan, husband and wife

Assignment of Deed of Trust Dated: May 11, 2016

Recorded: June 8, 2016

Auditor's File No.: 2057376

End of Special Exceptions

Notes

The following matters will not be listed as special exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

1. Property Address: 960 SE Dahman Road, Shelton, WA 98584
1091 SE Dahman Road, Shelton, WA 98584
1180 SE Dahman Road, Shelton, WA 98584
3731 SE Bloomfield Road, Shelton, WA 98584
870 E Gosser Road, Shelton, WA 98584
2. NOTE: For your convenience, a possible abbreviated legal description (the actual abbreviated description used will not affect the insurability of the forthcoming documents) for this may be:

TL 14-19-3, Par 2 BLA 14-43 14-19-3, Par 3 BLA 97-40 SW NE 15-19-3, N 1/2 SW 15-19-3,
TL 2-20-3, Tr 1 SS#2593, 2-20-3, TL 16-20-3, TL 21-20-3
3. NOTE: The Title Company notes the following, which appear to be probable appurtenances to the within described land, and which may be included with the legal description on any instruments in connection with this transaction, but which we are NOT committing to insure under the policy(ies) to issue:

As to PARCELS 5 and 6:

TOGETHER WITH and SUBJECT TO a drainage easement, 10 feet in width "subject to approval of stormwater plan", as shown on the map of Boundary Line Adjustment No. 10-18, recorded July 1, 2010, in Volume 36 of Surveys, page 228, Auditor's File No. 1959481.

As to PARCEL 9:

TOGETHER WITH the right to take enough water from a water system for 1 single family residence for domestic purposes only, as disclosed in instrument recorded January 22, 2002, Auditor's File No. 1747699.

As to PARCEL 9:

TOGETHER WITH and SUBJECT TO an easement solely for access, the installation of connections to a water system, and maintenance and repair over an "existing roadway", including an easement over a 10' x 10' well house site, as described in instrument recorded January 22, 2002, Auditor's File No. 1747699.

Copies To:

Hoss & Wilson-Hoss
236 W Birch St
Shelton WA 98584
Attention: Rick Hoss

Squaxin Island Tribe Legal Department
3711 SE Old Olympic Highway
Shelton WA 98584
Attention: Kevin Lyon

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 124914

PARCEL 1:

All that portion of the tidelands of the second-class, formerly owned by the State of Washington, and conveyed by the State of Washington as tidelands suitable for the cultivation of oysters to H.G. Richardson in deed recorded in Volume 8 O.L., page 148, records of Mason County, Washington, particularly described as follows:

BEGINNING at the meander corner between fractional Sections eleven (11) and fourteen (14), Township nineteen (19) North, Range three (3) West, W.M., which is 58.29 chains East of the corner common to Sections ten (10), eleven (11), fourteen (14) and fifteen (15), said Township and Range; thence along the meander line as follows: South 4° East, 3.47 chains; South 18° East, 5.05 chains; South 27° West, 8.70 chains; South 25° West, 5.13 chains; South 37 1/2° West, 3.95 chains; South 10° West, 3.24 chains; South 36° West, 7.55 chains; South 44° West, 5.60 chains; South 76° West, 2.02 chains; South 8° East, 2.55 chains, to an intersection with the North boundary line of the tidelands of the second-class, formerly owned by the State of Washington, and conveyed by the State of Washington as tidelands suitable for the cultivation of oysters to Port Blakely Mill Company under Application No. 1866, in deed recorded in Volume 1 of Deeds, page 465, records of Mason County, Washington; thence East following said North boundary line, 5.70 chains; thence North 38 1/2° East, 14.00 chains; North 24 3/4° East, 23.00 chains; North 11 1/2° West, 8.46 chains to a point due East of the point of beginning; thence West, 5.15 chains to the POINT OF BEGINNING.

EXCEPTING therefrom, all that portion thereof which lies within the tract of land particularly described as follows:

COMMENCING at the West quarter corner of said Section fourteen (14); thence South 89°35'53" East along the East-West centerline of said Section, 2113.56 feet to the POINT OF BEGINNING of the tract of land hereby described; thence continue South 89°35'53" East along said East-West centerline, 572.90 feet to the line of vegetation of Totten Inlet and a point hereinafter referred to as Point "A"; thence along said line of vegetation North 0°53'34" West, 179.02 feet and North 77°56'45" East, 20.985 feet; thence North 30°09'42" West, 249.839 feet; thence North 89°35'53" West, 461.75 feet; thence South 0°28'54" West, 398.624 feet to the POINT OF BEGINNING.

TOGETHER WITH upland, if any, and second-class tidelands conveyed by the State of Washington as suitable for the cultivation of oysters, particularly described as follows:

BEGINNING at the above described Point "A"; thence South 89°35'53" East, 83.00 feet; thence North 0°53'34" West, 73.63 feet; thence North 30°09'42" West, 127.612 feet; thence South 77°56'45" West, 20.985 feet; thence South 0°53'34" East, 179.02 feet to the POINT OF BEGINNING.

Parcel No. 31914 10 80830

PARCEL 2:

All that portion of Lot two (2) of Short Subdivision No. 1905, recorded September 29, 1989, Auditor's File No. 499435, and being a portion of Government Lot one (1), Section fourteen (14), Township nineteen (19) North, Range three (3) West, W.M., particularly described as follows:

COMMENCING at a Simpson monument at the North quarter corner of said Section fourteen (14); thence South 88°41'14" East, along the North line thereof, 467.50 feet; thence South 00°53'28" West, 425.11 feet, to a Norris bar and cap, and the POINT OF BEGINNING of the tract of land hereby described; thence thence South 00°53'28" West, 300.22 feet, to a Norris bar and cap; thence South 88°41'14" East,

634.03 feet; thence North 38°32'31" East, 99.26 feet; thence North 16°14'15" East, 257.49 feet; thence North 82°25'06" East, 85.71 feet, to a Norris bar and cap; thence North 54°00'22" East, 57 feet, more or less, to the East line of said Government Lot one (1); thence Northwesterly, along said East line, 211 feet, more or less, to a point which bears South 88° 41'14" East from a Norris bar and cap; thence North 88° 41'14" West, 203.62 feet, more or less, to said Norris bar and cap; thence South 09°31'15" East, 68.92 feet, to a Norris bar and cap; thence South 32°13'50" East, 129.72 feet, to a Norris bar and cap; thence South 00°55'18" East, 99.68 feet, to a Norris bar and cap; thence North 88°41'14" West, 658.26 feet, more or less, to the POINT OF BEGINNING.

Said land being formerly known and described as the resulting Parcel 2 of Boundary Line Adjustment No. 08-17, recorded June 12, 2008, Auditor's File No. 1922228.

TOGETHER WITH all that portion of the resulting Parcel 1 of Boundary Line Adjustment No. 12-22, recorded June 28, 2012, Auditor's File Nos. 1991403 and 1991404, and being a portion of Government Lots one (1) and two (2), Section fourteen (14), Township nineteen (19) North, Range three (3) West, W.M., lying Easterly of the centerline of an easement for ingress, egress and utility purposes, 60 feet in width, as described in instrument recorded November 2, 1990, Auditor's File No. 517916, said centerline being particularly described as follows:

COMMENCING at a Simpson monument at the North quarter corner of said Section fourteen (14); thence South 00°53'28" East, 707.13 feet to the centerline of "Dahman Road", as described in Boundary Line Adjustment No. 09-08, recorded April 2, 2009, Auditor's File No. 1937148; thence, along said centerline, South 69°32'00" East, 42.73 feet, and South 74°36'16" East, 130.20 feet to its intersection with the centerline of an easement for ingress, egress and utility purposes, 60 feet in width, as described in instrument recorded November 2, 1990, Auditor's File No. 517916, and the POINT OF BEGINNING of the centerline hereby described; thence, along said centerline, South 30°02'56" East, 73.80 feet, South 15° 01'10" East, 60.30 feet, South 03°51'26" East, 48.11 feet, South 18°13'17" West, 152.56 feet, South 27° 32'28" West, 43.08 feet, South 25°49'15" West, 58.11 feet, and South 24°27'13" West, 7.68 feet to the Northwest corner of the resulting Parcel 2 of said Boundary Line Adjustment No. 12-22, and the terminus of the herein described centerline.

Said land being collectively known and described as the resulting Parcel 2 of Boundary Line Adjustment No. 14-43, recorded November 20, 2014, Auditor's File Nos. 2032868 and 2032869.

INCLUDING a 1996 CHAMP manufactured home, 66' x 40', VIN 17709684, TPO/Plate No. +539443, as described in Manufactured Home Title Elimination recorded November 24, 2008, Auditor's File No. 1931151.

Parcel No. 31914 24 90032, and Manufactured Home Parcel No. 30 13105

TOGETHER WITH and SUBJECT TO easements for ingress, egress and utility purposes over and across "existing roadways beginning at Bloomfield County Road", as disclosed in instruments recorded September 7, 1990, Auditor's File No. 514900, recorded November 2, 1990, Auditor's File No. 517916, recorded December 17, 1990, Auditor's File No. 520080, as shown on the map of Short Subdivision No. 2176, recorded April 15, 1992, Auditor's File No. 542631, and as disclosed in instrument recorded August 12, 1993, Auditor's File No. 570284.

TOGETHER WITH a perpetual, non-exclusive easement for ingress, egress and utilities, 40 feet in width, "the centerline of which is the centerline of the existing roadway(s) across the within described land", as reserved in instrument recorded November 28, 1994, Auditor's File No. 599380.

TOGETHER WITH and SUBJECT TO easements for ingress, egress and utilities, 60 feet in width, as described in Boundary Line Adjustment No. 09-08, recorded April 2, 2009, Auditor's File Nos. 1937147 and 1937148, and as described on survey recorded February 5, 2010, in Volume 36 of Surveys, page 129, Auditor's File No. 1952946.

PARCEL 3:

That portion of the following described tract of tidelands, formerly owned by the State of Washington, and conveyed by the State of Washington as tidelands suitable for the cultivation of oysters to Port Blakely Mill Company under Application No. 1866, in deed recorded in Volume 1 of Deeds, page 465, records of Mason County, Washington, which lies in front of Government Lot four (4), Section fourteen (14), Township nineteen (19) North, Range three (3) West, W.M., and between the North and South lines of said Government Lot four (4) extended East to wit:

COMMENCING at the meander corner between Sections fourteen (14) and twentythree (23), Township nineteen (19) North, Range three (3) West, W.M.; thence North 10°30' East, 400 feet; thence North 11°30' West, 180 feet; thence North 35° West, 420 feet; thence North 16° East, 150 feet; thence North 0°15' East, 130 feet; thence North 4°30' West, 270 feet; thence North 0°30' West, 390 feet; thence North 7° West, 360 feet; thence North 10° West, 350 feet; thence North 9° West, 79.8 feet to the Southwest corner of a tract from which the meander corner between Sections eleven (11) and fourteen (14), said Township and Range, bears North 9° West, 12.2 feet and North 54° East, 258 feet and North 42° East, 400 feet and North 32° East, 400 feet and North 25°15' East, 1340 feet and North 12°37' West, 631 feet; thence from the Southwest corner of said tract, East, 214 feet; thence South 1°30' East, 430 feet; thence South 9° East, 545 feet; thence South 23°30' East, 144 feet; thence South 17°23' East, 222 feet; thence South 31° 02' West, 202 feet; thence South 13°47' East, 460 feet; thence South 11°51' East, 399 feet; thence South 11°21' West, 312 feet; thence West 163 feet to the POINT OF BEGINNING.

Parcel No. 31914 40 80840

PARCEL 4:

A) The Southwest quarter (SW ¼) of the Northeast quarter (NE ¼) of Section fifteen (15), Township nineteen (19) North, Range three (3) West, W.M.;

EXCEPTING therefrom, the Southeast quarter (SE ¼) of said Southwest quarter (SW ¼) of the Northeast quarter (NE ¼);

ALSO, EXCEPTING therefrom, all that portion thereof, particularly described as follows:

BEGINNING at the Northeast corner of the Southeast quarter (SE ¼) of the Southwest quarter (SW ¼) of the Northeast quarter (NE ¼) of said Section fifteen (15); thence Westerly, along the North line of said subdivision, to its intersection with the Easterly right-of-way line of Bloomfield Road, County Road No. 14410; thence Northeasterly, to the Northeast corner of the Southwest quarter (SW ¼) of the Northeast quarter (NE ¼) of said Section fifteen (15); thence Southerly, along the East line of said Southwest quarter (SW ¼) of the Northeast quarter (NE ¼), 660 feet, more or less, to the POINT OF BEGINNING.

B) The Northwest quarter (NW ¼) of the Northeast quarter (NE ¼) of Section fifteen (15), Township nineteen (19) North, Range three (3) West, W.M., excepting therefrom the West 370 feet of the East 380 feet of the South 360 feet of the North 974 feet thereof.

Excepting from all the foregoing, right-of-way for Bloomfield Road, County Road No. 14410.

Said land being also known and described as the resulting Parcel 2 of Boundary Line Adjustment No. 00-02, recorded January 14, 2000, Auditor's File No. 1705063.

Parcel No. 31915 13 00000

PARCEL 5:

The Northeast quarter (NE ¼) of the Southwest quarter (SW ¼) of Section fifteen (15), Township nineteen (19) North, Range three (3) West, W.M.

TOGETHER WITH all that portion of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of Section fifteen (15), Township nineteen (19) North, Range three (3) West, W.M., particularly described as follows:

BEGINNING at the Northwest corner of said Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4); thence South 84°18'05" East, along the North line of said Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4), 1297.18 feet, to the Northeast corner thereof; thence South 01°02'49" West, along the East line thereof, 1306.14 feet, to the Southeast corner thereof; thence North 84°30'11" West, along the South line thereof, 255.32 feet; thence North 00°55'45" East, 885.93 feet; thence South 80°00'43" West, 1054.18 feet, to a point on the West line of said Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4); thence North 00°55'45" East, along said West line, 546.40 feet, to a government line tree; thence, continuing along said West line, North 0047'11" East, 160.98 feet, to the POINT OF BEGINNING.

Said land being also known and described as the resulting Parcel 2 of Boundary Line Adjustment No. 10-18, recorded July 1, 2010, Auditor's File Nos. 1959480 and 1959481.

Parcel No. 31915 31 00000 and a portion of Parcel No. 31915 32 00000

TOGETHER WITH and SUBJECT TO a private easement for ingress, egress and utilities, 60 feet in width, including a cul-de-sac having a radius of 60 feet, as shown on the map of Boundary Line Adjustment No. 10-18, recorded July 1, 2010, in Volume 36 of Surveys, page 228, Auditor's File No. 1959481.

PARCEL 6:

The Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of Section fifteen (15), Township nineteen (19) North, Range three (3) West, W.M.; excepting therefrom, all that portion thereof particularly described as follows:

BEGINNING at the Northwest corner of said Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4); thence South 84°18'05" East, along the North line of said Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4), 1297.18 feet, to the Northeast corner thereof; thence South 01°02'49" West, along the East line thereof, 1306.14 feet, to the Southeast corner thereof; thence North 84°30'11" West, along the South line thereof, 255.32 feet; thence North 00°55'45" East, 885.93 feet; thence South 80°00'43" West, 1054.18 feet, to a point on the West line of said Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4); thence North 00°55'45" East, along said West line, 546.40 feet, to a government line tree; thence, continuing along said West line, North 0047'11" East, 160.98 feet, to the POINT OF BEGINNING.

Said land being also known and described as the resulting Parcel 1 of Boundary Line Adjustment No. 10-18, recorded July 1, 2010, Auditor's File Nos. 1959480 and 1959481.

Portion of Parcel No. 31915 32 00000

TOGETHER WITH and SUBJECT TO a private easement for ingress, egress and utilities, 60 feet in width, including a cul-de-sac having a radius of 60 feet, as shown on the map of Boundary Line Adjustment No. 10-18, recorded July 1, 2010, in Volume 36 of Surveys, page 228, Auditor's File No. 1959481.

PARCEL 7:

All tidelands of the second-class, formerly owned by the State of Washington, situate in front of, abutting upon and adjacent to Government Lots two (2) and three (3), Section two (2), Township twenty (20) North, Range three (3) West, W.M., the meander line of said Lots two (2) and three (3) bordering on said tidelands being described according to the U.S. Government field notes as follows:

BEGINNING at the intersection of the Government Lot line between Government Lots three (3) and four (4) of said Section two (2); thence North 49° East 0.48 chains; thence North 36° East, 4.30 chains; thence North 40° East, 3.95 chains; thence North 49° East, 5.39 chains; thence North 37° East 8.05 chains; thence North 49° East, 3.14 chains; thence North 51° East, 2.46 chains; thence North 25° West, 4.39 chains; thence South 77° West, 3.40 chains; thence North 72° West, 7.40 chains; thence North 49 1/2° West, 2.60 chains to the meander corner to Section thirtyfive (35), Township twentyone (21) North, Range three (3) West and Section two (2), Township twenty (20) North, Range three (3) West, W.M., and the terminus of the herein described line;

EXCEPTING therefrom, all that portion thereof which lies within those tracts of tidelands conveyed by the State of Washington as tidelands suitable for the cultivation of oysters, and EXCEPTING therefrom, all that portion thereof, if any, which lies within State Oyster Reserve No. 1 (Plat No. 139);

EXCEPTING therefrom, all that portion thereof situate in front of, adjacent to or abutting upon that portion of Government Lot three (3), Section two (2), Township twenty (20) North, Range three (3) West, W.M., particularly described as follows:

BEGINNING at the Southwest corner of Government Lot two (2), Section two (2), Township twenty (20) North, Range three (3) West, W.M.; thence East, along the North line of Government Lot three (3) of said Section two (2), to the Northeast corner of said Government Lot three (3); thence South, along the East line of said Government Lot three (3), to the Southeast corner thereof; thence West, along the South line of said Government Lot three (3), 7.32 chains; thence North 8.19 chains; thence North 45° West, to the meander line of said Government Lot three (3); thence, along said meander line in a Northeasterly direction to the Southwest corner of said Government Lot two (2) and the POINT OF BEGINNING.

EXCEPTING therefrom, all that portion thereof, if any, which lies within a tract of tidelands particularly described as follows:

COMMENCING at the meander corner on the West shore of Hammersley's Inlet on the Fifth Standard Parallel; thence South 4°55'00" East, 22.12 chains (1459.92 feet), to the Northeast corner of State Oyster Reserve No. 1 (Plat No. 139), and the POINT OF BEGINNING of the tract of tidelands hereby described; thence West 4.25 chains (280.50 feet), to the Northwest corner of said State Oyster Reserve; thence North 62°45'00" East, 12.20 chains (805.20 feet); thence South 87°35'00" East, 397.92 feet; thence South 2°25'00" West, 132.55 feet; thence North 87°35'00" West, 6.30 chains (415.80 feet); thence South 60°05'00" West, 7.20 chains (475.20 feet), to the POINT OF BEGINNING.

EXCEPTING therefrom, all that portion thereof which lies within a tract of tidelands particularly described as follows:

COMMENCING at the meander corner on the West shore of Hammersley's Inlet on the Fifth Standard Parallel; thence South 4°55'00" East, 1459.92 feet, to the Northeast corner of State Oyster Reserve No. 1 (Plat No. 139); thence North 60°05'00" East, 475.20 feet; thence South 87°35'00" East, 415.80 feet; thence North 02°25'05" East, 132.55 feet; thence South 87°35'00" East, 248.88 feet; thence North 20°15'00" East, 988.00 feet to the POINT OF BEGINNING of the tract of tidelands hereby described; thence continue North 20°15'00" East, 200.00 feet; thence South 49°30'00" East, 171.60 feet; thence South 72°00'00" East, 488.40 feet; thence North 77°00'00" West, 224.40 feet; thence South 25°00'00" East, 289.74 feet; thence South 51°00'00" West, 70.00 feet; thence North 70°48'47" West, 1006.83 feet to the POINT OF BEGINNING.

Parcel No. 32002 11 70130

TOGETHER WITH a perpetual, non-exclusive easement for ingress and egress, 15 feet in width, as granted in instrument recorded July 10, 1998, Auditor's File No. 670799.

PARCEL 8:

All that portion of the tidelands of the second-class, formerly owned by the State of Washington, situate in front of, adjacent to or abutting upon that portion of Government Lot three (3), Section two (2), Township twenty (20) North, Range three (3) West, W.M., particularly described as follows:

BEGINNING at the Southwest corner of Government Lot two (2), Section two (2), Township twenty (20) North, Range three (3) West, W.M.; thence East, along the North line of Government Lot three (3) of said Section two (2) to the Northeast corner of said Government Lot three (3); thence South, along the East line of said Government Lot three (3), to the Southeast corner thereof; thence West, along the South line of said Government Lot three (3), 7.32 chains; thence North 8.19 chains; thence North 45° West to the meander line of said Government Lot three (3); thence following said meander line in a Northeasterly direction, to the Southwest corner of said Government Lot two (2) and the POINT OF BEGINNING.

EXCEPTING any portion thereof sold by the State of Washington as tidelands suitable for the cultivation of oysters, and EXCEPTING therefrom, all that portion thereof, if any which lies within State Oyster Reserve No. 1 (Plat No. 139);

ALSO, excepting therefrom, all that portion thereof particularly described as follows:

BEGINNING at the most Easterly corner of said tidelands; thence Northwesterly, along the Northerly line of said tidelands, 204 feet, more or less, to the centerline of an existing gravel dike; thence Southwesterly, along said centerline, to the Southerly line of the above described tidelands; thence Southeasterly, along said Southerly line, to the most Southerly corner of said tidelands; thence Northeasterly, along the Easterly line of said tidelands, 226 feet, more or less, to the POINT OF BEGINNING.

Parcel No. 32002 11 70131.

TOGETHER WITH a perpetual, non-exclusive easement for ingress and egress, 15 feet in width, as granted in instrument recorded July 10, 1998, Auditor's File No. 670799.

PARCEL 9:

Lot one (1) of Short Subdivision No. 2593, recorded May 11, 1995, in Volume 1 of Short Plats, page 1, Auditor's File No. 607363, and being a portion of Government Lot two (2), Section two (2), Township twenty (20) North, Range three (3) West, W.M.

INCLUDING a 1992 Fleet manufactured home, VIN WAFLM31A009975BA, TPO/Plate No. %053342, as described in Manufactured Home Title Elimination recorded January 6, 1997, Auditor's File No. 640072, rerecorded May 8, 2001, Auditor's File No. 1730980, and rerecorded November 21, 2003, Auditor's File No. 1798666.

Parcel No. 32002 11 90061

TOGETHER WITH and SUBJECT TO a perpetual, non-exclusive easement for road and utility purposes, 40 feet in width, as described in instrument recorded January 27, 1993, Auditor's File No. 558857.

TOGETHER WITH a perpetual, non-exclusive easement for road and utility purposes, as described in instrument recorded July 19, 1994, Auditor's File No. 591827.

TOGETHER WITH an easement for ingress, egress and utilities, 30 feet in width, as shown on Short Subdivision No. 2593, recorded May 11, 1995, in Volume 1 of Short Plats, page 1, Auditor's File No. 607363.

TOGETHER WITH and SUBJECT TO a perpetual, non-exclusive easement for ingress, egress, drainage, utilities and communication cable, 40 feet in width, as described in instrument recorded January 5, 1996, Auditor's File No. 620188.

TOGETHER WITH and SUBJECT TO a perpetual, non-exclusive easement for ingress, egress, drainage, utilities and communication cable, 30 feet in width, as described in instrument recorded January 5, 1996, Auditor's File No. 620188.

PARCEL 10:

All tidelands of the second-class, formerly owned by the State of Washington, situate in front of that portion of government meander line of Government Lot one (1), Section twentyone (21), and of Government Lot five (5), Section sixteen (16), all in Township twenty (20) North, Range three (3) West, W.M. particularly described as follows:

BEGINNING at the meander corner to fractional Sections sixteen (16) and twentyone (21), said Township and Range; thence North 35° East 5.56 chains; thence North 45° East 8.91 chains and North 58° East 6.72 chains to the terminal point of this description in said Government Lot five (5);

AND, BEGINNING at the meander corner to fractional Sections sixteen (16) and twentyone (21), said Township and Range; thence South 46° West 3.63 chains; South 35° West 4.42 chains; South 18° West 3.12 chains and South 8° East 12.96 chains to the terminal point of this description in Government Lot 1.

Parcel Nos. 32021 20 70510 and 32016 34 70500

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Mason County Title Company DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Mason County Title Company, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Mason County Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Mason County Title Company notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Mason County Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Mason County Title Company collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Mason County Title Company, 124 N 2nd Street, PO Box 278, Shelton, WA 98584

**CLAMFRESH, LLC - ISLAND ENTERPRISES, INC.
ASSET PURCHASE AND SALE AGREEMENT**

EXHIBIT "E"

**TITLE COMMITMENT FOR
THURSTON COUNTY PROPERTIES**

ASSET PURCHASE AGREEMENT
EXHIBIT "F"
PURCHASE PRICE ALLOCATION SCHEDULE

MASON COUNTY TAX PARCEL NUMBER	PROPERTY DESCRIPTION	ACRES	ALLOCATION
32021 20 70520, 32016 34 70500	MUNSON PT Beach	24	\$810,246
32002 11 70130 (portion only) 32002 11 70131	SEAVIEW Beach	23	\$758,237
31914 10 80830	NURSERY Beach	22.7	\$581,997
31914 40 80840	BLAKELY BEACH	5.7	\$188,932
9304 32 00000	DOG PT BEACH	13.2	\$269,811
Net Tidelands			\$2,609,222
31914 24 90032	Hatchery Facility & Dock 1181 SE Dahman	0.5	\$570,446
31914 24 90032	1091 SE Dahman Rd Residence	5.5	\$345,072
32002-11-90061	Seaview Residence 870 E Gosser Rd	5	\$183,019
31915-31-00000, 31915-32-00000	Undeveloped Land 3731 SE Bloomfield Rd	80	\$244,654
31915-13-00000	Undeveloped Land 3731 SE Bloomfield Rd	66	\$224,226
31914-24-90032 BLA add.2014	960 SE Dahman RD & 1180 SE Dahman RD	9	\$259,278
Net Business Real Estate			\$1,826,694
Total Land & Buildings			\$4,435,916
Inventory			\$1,240,000
Asset in construction (bldgs)			\$93,137
Vehicles & Boats			\$136,381
Machinery & Eqp			\$344,566
TOTAL PURCHASE PRICE			\$6,250,001

ASSET PURCHASE AGREEMENT

EXHIBIT "G"

BILL OF SALE

AFTER RECORDING RETURN TO:

KEVIN R. LYON, DIRECTOR
Squaxin Island Tribe Legal Dept.
3711 SE Old Olympic Hwy
Shelton, WA 98584

Filed at the request of: Travis Nabahe, CEO, Island Enterprises, Inc.

BILL OF SALE

FOR AND IN CONSIDERATION of _____
Dollars (\$_____), the receipt of which is acknowledged CLAMFRESH, LLC, a Texas limited liability company authorized to do business in the State of Washington ("Seller"), hereby sells, assigns, transfers and delivers to SQUAXIN ISLAND TRIBE through its wholly owned enterprises, ISLAND ENTERPRISES, INC., a tribally chartered corporation, ("Buyer"), all of Seller's right, title and interest in and to all items of personal property (the "Personal Property") described in Exhibit C attached hereto and made a part hereof.

Said personal property is currently located at:

- See Exhibit C attached hereto and made a part hereof.
- Street address as follows:
- On the following described real property:

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s):

Seller warrants to Buyer that Seller has good title to the Personal Property; that Seller has the right and authority to sell, assign, transfer and deliver the Personal Property to Buyer; and that any interest of Seller in the Personal Property is free and clear of liens, security interests, encumbrances and adverse claims. Said Personal Property is otherwise transferred to Buyer herein in its "as-is-where-is" condition, and without any other representation or warranty of Seller, expressed or implied.

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

CLASS / DESCRIPTION		ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
AUTO EQUIPMENT		58,875	
1	Delivery 2003 International Refer Mid Sz Box Truck dump truck (scrapped)		
2	Dump 99 Freightliner GVW 80,000 CASE Backhoe 580L 1999-2000 sn: JIG0243643 John Deere Backhoe (scrapped) Forklift Daewoo Model G25E-3, Eager Beaver 2 Axle Trailer		1HTMMAAM13H601553
BOATS EQUIPMENT		77,506	
	Edwing Gravel / Harvest Barge		
	Wooldridge Crew Work Boat 1990 Steel Hull 16' w/ 90HP Evanrude MTR 9655 Motor		144,915
	Motor: Johnson 100HP 96 motor - 960 dahman unused	Total Boats & Veh	
BEACH/FARM EQUIPMENT			
	Auto Case Back Hoe 580L	32,986	
	Yale Forklift - from Best Fish - runs		
	Daewoo Forklift		
	88 Eager Beaver 2 Axle Trailer		
	Clam	11,186	
	Predator Nets 170 qty		
	Predator Nets 83 qty		
	Predator Nets 50 qty		
	Oyster	10,203	
	Pillow Bags 1/4" seed, 2,450 qty, w/caps&pipe		
	Hog Ring Gun GreatLakes Fasteners		
	Rebar		
	2000 8 mm app,100 16 mm tumblers w SS bag clips		
	Redden Marine 500 qty bouy		
	<i>Total Oyster Equipment 2010</i>		
	2,750 1/2" Tumblers from Taylor & Berndt		
	500 qty tumblers, 1/2" Taylor		
	1,000 qty 1/2" tumblers, taylor + SS clips AK Copper		
	388 Bouys		

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

CLASS / DESCRIPTION		ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
	1,438 Tumblers Nisqually Tribe		
	1100 AP6 Oyster tumblers		
	CULTCH Oyster Shell Washer		
	Welding Equipment	852	
	Mill Trailblazer, kubota tractor, plasma cutter etc		
	Triac S Plastic Welder & Kit 120V 1600w		
	Seed Harvester	5,822	
	DOCK EQUIPMENT	1,044	
	Float Workstation plus 2013 imprv		
	Cedar Logs 30' Sink Float/Wave Perim		
	FURNITURE AND FIXTURES	15,162	
	<i>Trlr Office</i> Obayashi Office Trailer 10' x 30'		
	<i>Lab Trler</i> Mobile Office 12'x50'		
	<i>Lab Addit</i> greenhouse addit to lab --batch algae house		
	<i>Trlr Office</i> 8' x 16' mobile office trailer plus steps		
	<i>Trlr Office</i> Laboratory/Sales Office Trailer		
	<i>Strg Trlrs</i> 2 qty, toolshop & stg		
	HATCHERY EQUIPMENT		
	<i>Algae Equip</i>	27,582	
	Algae Bag System Start Up 25 bag		
	Pasteurizer--		
	Pasteurizer-- Custom built		
	4 Blowers 5z188 regen.blower @ 1 air compressor		
	Batch Algae: tanks 4700, plumb, lumber concrete		
	Batch algae pump, pvc, valves for distrib.		
	alum. channel grow light structural, air lines		
	<i>Autoclave</i>	2,876	
	<i>Boiler & Heat Exchanger</i>	55,409	
	steam recovery box		

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

	CLASS / DESCRIPTION	ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
	<i>Broodstock/High Density Equip (\$27,505 total)</i>	13,374	
	2 qty 1500 gal open top cyl tanks		
	4 qty 102 gal open top rect tanks w lids		
	Cole Parmer Hi Pressure Pump & Sump Pump		
	Cole Parmer Filter Housing PP sing lgth EW29990		
	Tri Cor Plastics High Density Tanks qty		
	Sefar Nitex Screens for larvae		
	Ryan Herco: Filtration Unit for SP/HD		
	Ferguson plumbing/air lines, valves		
	Labor & tools on construction		
	U22-001 Hobo water temp pro v2 data logger		
	EW-95802-12 tubing silicone 1/4x 3/8 by 25' @ 12		
	FT391 fiberglass tank 4@118.50		
	Fiberglass gelcoat tanks FT391 8 of 12@118.50		
	BUC02-BT28220522-Blue Plastic Bakery tray 28x22x4.75H w/ buckets		
	plumb lines: HD Fowler plumbing materials		
	metered valves1078002 1/4" valve labcock MPTxHB 12@12		
	Parastaltic Pump and pump head		
	1 inch camlocks & gauges		
	<i>Downweller Equip (LARVAL, SETTING EQP)</i>	7,358	
	DW System Contruction - Hatchery Start Up		
	Flow Meters: Buy, install s for feed sys ferg enterp.		
	Flow Meters addit 10 3/8" flow meter ryanherco		
	qty bottom tanks for upwell/downwell silos		
	<i>Flupsy Equip</i>		
	first flupsy platform/grade station	6,920	
	24 Box Flupsy Construction Completed 2010		
	Hoist, I Beams	56,881	
	flupsy platform, frame, hoist, labor construc. instl		
	Misc hardware, pvc, weld materials		
	first propellers, first motor & parts		
	Screens western wire works		
	electrical and assoc labor		

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

CLASS / DESCRIPTION	ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
18 Fiberglass flupsy Boxes w/ bottom frame 316 SS		
x6 outflow frames & outflow screens		
sales tax		
steel components		
SS Beams, Angle Alaskan Copper, ryan herco		
Sefar Flupsy Screens		
Aries electrical -- install wiring and panel		
dean Hoak - flupsy welding		
flupsy drive system, gear box, motor, 2 speed drives, etc		
Alaskan copper, materials for flupsy structural		
2nd drive sys, props, Kruger & Sons & Tacoma Prop.		
Bearings, pillow block		
Float-for 24 box FLUPSY		
flupsy channels and rivers, bolts, screen&river install		
welding supplies, misc hardware, misc labor, dump		
zincs, bearings, shaft, shaft couplers, urethane insert		
flupsy pump housing		
D Hoak, machinery/structural install & welding		
Hoist: SS parts		
Additional Flupsy Upgrades	4,833	
Variable Speed Drive-Practec		
addit 6 flupsy boxes Fiberglass Marine		
Baldor speed drive VSiMD-210		
Bottom Screen repl (5-7 yr part) West Group		
Vibco Seed Grader Motor		
Fresh Water Equip SYSTEM	8,424	
fresh water treatment sys, well upgrd & hold tank		
Braswell TTD948, 1358Aircat Neutralizer, New Pressure Tank, filter housing, post filter plumbing		
Generator: 60 KW OLYMPIAN GEN	4,152	
Intake/Filtration Equip	15,020	
Main Intake Lines & Pump, Elect Install...		
air diffuser & pump		
Sand Filter 4 Qty		

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

CLASS / DESCRIPTION		ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
	main pump: Gorman Rupp T4A60S-B /F,		
	Gravity Feed Sys & Protein Skimmer		
	6 housings, new media gauges& valves		
	348045-AQ sparus pump w cft for AQ black		
	Laboratory Equip	7,861	
	microscope w/cam (repl stolen)		
	Clarkson Lab water meter (repl stolen)		
	Laboratory&Flask Room StartUp see detail		
	Ozone Machine	12,696	
	steam gun		
	Upweller EQP	3,609	
	model 840 lg upwell tank w/ ten tubes 14"		
	lg upwell screens & install		
	plumbing hardware		
	18 qty 22" silos		
	updraft bottom boxes 10 qty		
	updraft screen frame 10 qty		
	weight box 10 qty		
	screen attach labor & weld		
	Gasket		
	Plumbing, castors, misc hardware upw install		
	Grader, box, trough, aluminum for frames		
	Temp controller, o ring valves		
	3 pumps SP4020NS Hayward Northstar 2HP en effic 240v		
	HIPRESSURE BLOWER 3 HP 115/230V 60HZ SINGLE PHASE		
	Upwell/dw, Model 332 BOX @ 2 w/ 1" urethane foam		
	Fib Marine 9 upwell boxes, screens, plumb lines		
	OFFICE EQUIP & COMPUTER	1,402	
	Security Sys ADT, 4 cams, door alarms hatch/flup/office		
	3030 Optiplex AIO Dell New		
	WHOLESALE EQP	9,197	
	Pkging Eqp Box Stapler		
	Wet Stg Bulkhead Awning HACCP req over wet stg		

**ASSET PURCHASE AGREEMENT
EXHIBIT "C"**

TANGIBLE PERSONAL PROPERTY SCHEDULE

CLASS / DESCRIPTION		ALLOCATION	SERIAL, VIN OR REGISTRATION NO.
	Pump for wet storage sys		
ICE	2 ice makers, get detail from best fish		
	PC25PLV 25 hp rotary phase converter & overhaul unit , upgrade, labor		
STEEL BUILDING	unassembled, in storage 3731 Bloomfield	29,715	
		<u>480,947</u>	
		480,947	

**ASSET PURCHASE AGREEMENT
EXHIBIT "H"**

INTELLECTUAL PROPERTY ASSIGNMENTS

CLAMFRESH, LLC, a Texas limited liability company authorized to do business in the State of Washington ("Seller"), hereby sells, assigns, transfers and delivers to SQUAXIN ISLAND TRIBE through its wholly owned enterprises, ISLAND ENTERPRISES, INC., a tribally chartered corporation, ("Buyer"), all of Seller's right, title and interest in and to the Intellectual Property Assets described in Exhibit "B" attached hereto and made a part hereof.

Dated this _____ day of _____, 2016.

CLAMFRESH, LLC
A Texas Limited Liability Company

(x) _____
NOLAN LEHMANN, Manager

CLAMFRESH, LLC
A Texas Limited Liability Company

THE SQUAXIN ISLAND TRIBE
dba **ISLAND ENTERPRISES, INC.,**
A tribally chartered corporation

**ASSET PURCHASE AGREEMENT
EXHIBIT "I"
RESIDENTIAL RENTAL AGREEMENT**

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of 10/01/2015, by and between CLAMFRESH LLC ("Landlord"), and RICHARD MILLER AND APRIL KRUEGER ("Tenants"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant SINGLE FAMILY MANUFACTURED HOME, 3 bedroom, 2 baths, located at 870 E. Gosser Road, Shelton, WA 98584.

TERM. The lease term will begin on 10/01/2015 and will terminate on 9/30/2017

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$800.00 per month. However, \$250 of the total rent is waived by the Landlord each month in exchange for Tenant supervision of all ingress and egress activity at the Landlord tideland's and boat launch/driveway which abut the rental home. Tenant is expected to notify the Landlord, and as appropriate, the local law enforcement or Washington State Department of Fish and Wildlife Enforcement, immediately upon witnessing any illegal trespass, poaching, dumping, or other illegal use of the Landlord's properties at this location or at the Landlord's other Oakland Beach tidelands located at Munson Point. The \$550 remaining rent is payable in advance on the first day of each month, or as otherwise directed by Landlord.

SECURITY DEPOSIT. Tenant shall provide a \$200 non-refundable cleaning fee, which may be partially or completely waived at Landlord discretion upon inspection of premises at the point that Tenants vacate.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PETS. All pets other than a small fish aquarium or small terrarium/caged pet, require the prior written consent of Landlord. At the time of signing this Lease, or bringing an approved pet onto the premises, the Tenant shall pay to Landlord, in trust, a deposit of \$200.00, per pet, to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this Lease.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the

Premises.

MAINTENANCE. Landlord is renting the property in an “as is” condition (see Habitability below). Landlord shall have the responsibility to perform all structural, electrical and plumbing repairs necessary to satisfy any implied warranty of habitability. Tenant shall be responsible for: minor repairs and maintenance pertaining to normal wear and tear on fixtures, floors, walls and appliances. The Tenant maintenance responsibilities shall include replacing lighting, making minor plumbing fixture repairs or replacements, re-sealing decking, and other similar maintenance tasks. Landlord will provide Tenant with at least a 30 day notice to redress needed “wear and tear” maintenance. If Tenant does not respond within the 30 day period, Landlord may contract a service provider to perform reasonable maintenance and provide Tenant with a Request For Payment. Tenant shall have 30 days to review and pay the Request For Payment. If not paid in 30 days from the completion of the work performed and the provision of billing documentation, Landlord may, at their sole discretion, provide Tenant with a 60 day Notice of Lease Termination.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises for the term of this Lease.

LANDSCAPING MAINTENANCE. Tenant shall be responsible to maintain the landscaping on the property in a manner acceptable to the Landlord. This includes, but is not limited to, keeping any grass, plants or shrubbery pruned in such a way as to prohibit any damage from roots, water, or pests, to the house itself, and to keep the septic tank covers unobscured. If Tenant is unable or unwilling to perform regular landscape maintenance on the property, on at least a quarterly basis, Landlord will add payment for these services to Tenant rent. Landlord will provide Tenant with at least two bids for services and will provide Tenant with a copy of the service billing as part of the Request for Payment. Tenant shall provide Landlord with payment of services within 30 days of receiving the Request for Payment. Landlord may terminate this lease upon 60 days written notice to Tenant if landscaping is not maintained in a manner acceptable to Landlord. Landlord will provide one written warning with a 30 day notice to redress specific landscaping issues at least 30 days prior to any lease termination notice.

TAXES. Landlord shall pay all real estate taxes which may be levied against the Premises.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon ninety (90) days` written notice to Tenant that the Premises will be sold.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Landlord, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty days' written notice to Tenant. If the Premises are condemned or cannot be repaired, this Lease will terminate upon twenty days' written notice by either party.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in an acceptable

condition of habitability for their intended use, and for the agreed lease payments. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$25.00.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged the maximum amount allowable under applicable law for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance

notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

M. BRENDAN MAHAFFEY, President/General Manager
Clam Fresh LLC
1181 SE DAHMAN ROAD
SHELTON, WA 98584

TENANT:

RICHARD MILLER AND APRIL KRUEGER FAMILY
870 E GOSSER ROAD
SHELTON WA 98584

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Washington.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict

compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

BRENDAN MAHAFFEY, MANAGING MEMBER, CLAM FRESH LLC

TENANT:

_____ DATED _____
RICHARD MILLER

_____ DATED _____
APRIL KRUEGER

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:



BRENDAN MAHAFFEY, MANAGING MEMBER, CLAM FRESH LLC 10/1/2015

TENANT:



RICHARD MILLER DATED 10-1-15



APRIL KRUEGER DATED 10-1-15

**REAL ESTATE LEASE
INSPECTION CHECKLIST**

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below:

SATISFACTORY COMMENTS

Bathrooms _____
Ceilings _____
Closets _____
Doors _____
Lights _____
Locks _____
Refrigerator _____
Screens _____
Stove _____
Walls _____
Windows _____
Window coverings _____

Date

Tenant:

RICHARD MILLER AND APRIL KRUEGER

Acknowledged by Landlord:

BRENDAN MAHAFFEY, MANAGING MEMBER, CLAM FRESH LLC

**REAL ESTATE LEASE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the landlord (Check (i) or (ii) below):
- (i) _____ Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): _____
- (ii) X Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

- (c) _____ Tenant has received copies of all information listed above.
- (d) _____ Tenant has received the pamphlet Protect Your Family From Lead In Your Home.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord Date

RICHARD MILLER & APRIL KRUEGER Date: _____

**REAL ESTATE LEASE
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
OR LEAD-BASED PAINT HAZARDS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on poisoning prevention.

Landlord's Disclosure

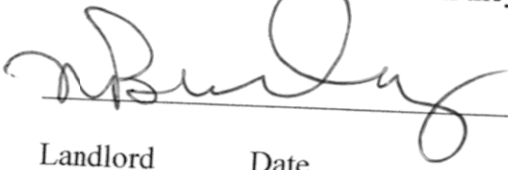
- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) no Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (ii) X Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the landlord (Check (i) or (ii) below):
- (i) n/a Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents): _____
- (ii) X Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

- (c) n/a Tenant has received copies of all information listed above.
- (d) n/a Tenant has received the pamphlet Protect Your Family From Lead In Your Home.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

 10/1/2015
Landlord Date

 10-1-2015
RICHARD MILLER & APRIL KRUEGER Date

ASSET PURCHASE AGREEMENT

between/among

CLAMFRESH, LLC

A Texas Limited Liability Company

and

THE SQUAXIN ISLAND TRIBE

Doing business through its wholly owned enterprise,

ISLAND ENTERPRISES, INC.

A Tribally Chartered Corporation

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, "Agreement", dated as of **AUGUST 17, 2016**, (**"Effective Date"**) is entered into between **CLAMFRESH, LLC**, a Texas limited liability company and Affiliates (**"Seller"**) and the **SQUAXIN ISLAND TRIBE**, through its wholly owned enterprises, **ISLAND ENTERPRISES, INC.**, a tribally chartered corporation (**"Buyer"**).

RECITALS

WHEREAS, Seller is engaged through CLAMFRESH, LLC and its several Affiliates, in the business of clam and oyster production (the **"Business"**); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, specified assets of the Seller subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term **"control"** (including the terms **"controlled by"** and **"under common control with"**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Affiliates of Seller are the entities ClamFresh LLC, CrabFresh LLC, Enetai LLC., and Best Fish, L.L.C.

uncured breach of the terms of the Agreement and Addendum(s); and (iv) the claim is first made in a detailed written statement to the Buyer, stating the specific action or discontinuance of action by the Buyer which would cure the alleged breach or non-performance, or the sum of money claimed to be due and owing from the Buyer to Seller and the Buyer shall have failed to cure such breach, non-performance or non-payment within 30 calendar days (or such additional time as may be reasonably required given the nature of the breach) after its receipt of such statement.

In no instance shall enforcement of any kind be allowed against any assets of the Squaxin Island Tribe except funds of Island Enterprises, Inc., that have not been distributed to the Tribe or its members 30-days prior to receipt of the written statement referenced in the prior paragraph.

This limited waiver is applicable to Seller only and does not apply to third parties or actions not arising under the Agreement and Addendum(s). This limited waiver shall also not be construed as a waiver of any immunity of any elected or appointed officer, official, member, manager, employee or agent of the Tribe or the Buyer.

Seller and the Buyer each hereby consent to the jurisdiction of the United States District Court for the Western District of Washington and the Courts of the State of Washington, but only for purpose of enforcing the arbitration award.

SECTION 11.13: SPECIFIC PERFORMANCE. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

SECTION 11.14: 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 facsimile, e-mail 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CLAMFRESH, LLC,
A Texas limited liability company

THE SQUAXIN ISLAND TRIBE,
Through its wholly owned enterprise
ISLAND ENTERPRISES, INC.,
A tribally chartered corporation

(x)

NOLAN LEHMANN, Manager

(x) 

TRAVIS NABAHE, Chief Executive Officer

uncured breach of the terms of the Agreement and Addendum(s); and (iv) the claim is first made in a detailed written statement to the Buyer, stating the specific action or discontinuance of action by the Buyer which would cure the alleged breach or non-performance, or the sum of money claimed to be due and owing from the Buyer to Seller and the Buyer shall have failed to cure such breach, non-performance or non-payment within 30 calendar days (or such additional time as may be reasonably required given the nature of the breach) after its receipt of such statement.

In no instance shall enforcement of any kind be allowed against any assets of the Squaxin Island Tribe except funds of Island Enterprises, Inc., that have not been distributed to the Tribe or its members 30-days prior to receipt of the written statement referenced in the prior paragraph.

This limited waiver is applicable to Seller only and does not apply to third parties or actions not arising under the Agreement and Addendum(s). This limited waiver shall also not be construed as a waiver of any immunity of any elected or appointed officer, official, member, manager, employee or agent of the Tribe or the Buyer.

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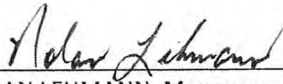
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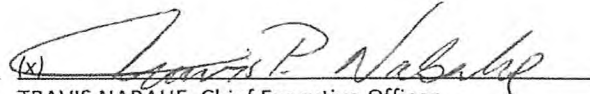
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(x) 
TRAVIS NABAHE, Chief Executive Officer

Amendments Asset Purchase and Sale Agreement 8.17.2016 Execution Copy.

Definition of Environmental Law. Add in (b) "Model Toxics Control Act, Chapter 70.105D RCW and its implementing regulations Chapter 173-340 WAC."

4.7 Insert ")" to follow "thereto".

6.1 substitute "Purchased Assets" for "Property".

6.2 substitute "Purchased Assets" for "Real Property".

6.3 substitute "Purchased Assets" for "Real Property".

6.3 insert "environmental" in last sentence to read, "copies of the final environmental reports and studies..."

Best Fish LLC and its affiliates (even if owned by Brendan Mahaffey) will not engage in the shellfish aquaculture business or purchase or sell any clams or oysters for at least three years after closing.

Seller shall pay the costs of removal, transport and disposal of solid waste on property, estimated to be 15 loads of material.

9.2(d) add at end of sentence, "for purpose of giving effect to this Article IX."

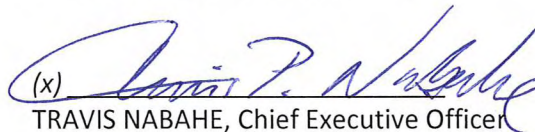
Exhibits. Exhibits A, B, C, F to be finalized on or before the end of the Feasibility Period.

Exhibit C, add "All assets of Best Fresh LLC and its affiliates, except trade name and LLC."

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A Texas limited liability company

(x) _____
NOLAN LEHMANN, Manager
August __, 2016

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A tribally chartered corporation

(x) 
TRAVIS NABAHE, Chief Executive Officer
August 17, 2016

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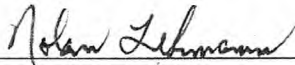
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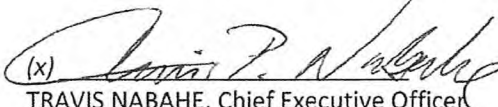
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