



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 16- 108

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

WHEREAS, under Resolution 16-57, the Tribal Council authorized the purchase of the assets of ClamFresh LLC pursuant to an Asset Purchase Agreement (the "Agreement") which Agreement was duly executed by Travis Nabahe on August 17, 2016; and

WHEREAS, it is the Tribe's desire to amend the Agreement to clarify for the Title Company the intention of the parties that title to the real property be recorded in the name of the Tribe.

NOW THEREFORE BE IT RESOLVED, that the Squaxin Island Tribal Council hereby authorizes the Chairman, David Lopeman, and/or the Island Enterprises Inc. CEO, Travis Nabahe to do any and all acts necessary to execute and implement the attached amendment to the Agreement.

BE IT FURTHER RESOLVED, that the Squaxin Island Tribal Council that as an inducement to the title company and its underwriter to the title commitments to make the agreements with the Tribe and Island Enterprises, Inc. to which they are parties, the Tribe hereby:

Expressly, unequivocally, and irrevocably waives any immunity from suit it may enjoy with respect to any and all controversies or claims arising out of or related to the Policy of Title Insurance to be issued by Stewart Title Guaranty Company, through its issuing agent Mason County Title Company, under its Order No. 124914; and consents and attorns to the personal jurisdiction of the Mason County Superior Court with respect to any action to enforce the obligations owed by Stewart Title Guaranty Company to the Tribe, or to the Tribe by Stewart Title Guaranty Company and Mason County Title Company under said Policy. This waiver is not intended to, nor shall it be construed, to waive the immunity of the Tribe for any other purpose or with respect to any claim or other matter not specifically mentioned herein and is not intended to, nor shall it extend to the benefit of, any person other than Stewart Title Guaranty Company or their successors or assigns and Mason County Title Company. The Tribe's authority to provide this limited waiver of immunity is expressed herein.

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 29th day of September, 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

SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

This SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Amendment"), is dated as of September 29, 2016, by and between the SQUAXIN ISLAND TRIBE, a federally recognized Indian tribe, doing business through its wholly owned enterprises, Island Enterprises, Inc., a tribally chartered corporation (the "Buyer"), and CLAMFRESH, LLC, a Texas limited liability company and Affiliates (the "Seller").

RECITALS

A. The Buyer and Seller have entered into an Asset Purchase Agreement dated as of August 17, 2016, (as such may be further amended, restated, modified, extended or supplemented from time to time).

B. The parties desire that title in the real property shall be held by the Squaxin Island Tribe and that title in all assets other than the real property shall be held by Island Enterprises, Inc.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby covenant and agree to be bound as follows:

Section 1. Amendments.

1.1 Section 2.1 (d) of the Asset Purchase Agreement is hereby amended in its entirety to read as follows:

(d) All "Real Property" set out on the attached Exhibit "D" Title Commitment from Mason County Properties and the attached Exhibit "E", Title Commitment for Thurston County Properties, provided, Buyer, shall mean the Squaxin Island Tribe, a federally recognized tribe.

Section 2. Effectiveness of Amendment. This Amendment shall become effective upon the date (the "Effective Date") of execution.

Section 3. Counterparts. This Amendment may be executed in several counterparts as deemed necessary or convenient, each of which, when so executed, shall be deemed an original, provided that all such counterparts shall be regarded as one and the same document, and either party to this Amendment may execute this Amendment by executing a counterpart thereof.

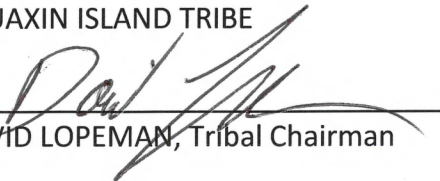
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year first above written.

CLAMFRESH, LLC
a Texas limited liability company

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

SQUAXIN ISLAND TRIBE
(x) 
DAVID LOPEMAN, Tribal Chairman