



SQUAXIN ISLAND TRIBE

RESOLUTION No. 00- 19

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 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 with protecting and managing the lands and treaty resources and rights of the Tribe; **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, the Squaxin Island Tribe has requested **BANK OF AMERICA, N.A.** (the "**Bank**") make a construction loan (the "**Loan**") to the Squaxin Island Tribe in the approximate amount of One Million Dollars (\$1,000,000) under a federal loan guarantee program for the purpose of financing certain buildings, improvements and equipment associated with the construction, furnishing and outfitting of 13,000 square foot multi-purpose building situated within the exterior boundary of the Squaxin Island Indian Reservation, Shelton, Washington;

WHEREAS, the Squaxin Island Tribe and the Bank intend to enter into a Construction Loan Agreement (the "**Loan Agreement**") pursuant to which the Bank has agreed, subject to the terms and conditions therein set forth, to make the Loan to the Squaxin Island Tribe;

WHEREAS, the indebtedness of the Squaxin Island Tribe under the Loan Agreement shall be evidenced by a promissory note (the "**Note**") payable to the Bank;

WHEREAS, as security for the construction loan, made by Bank, the Squaxin Island Tribe intends to enter into certain documents and agreements which grant to the Bank a security interest in certain assets of the Squaxin Island Tribe (the "**Security Documents**");

BE IT RESOLVED, that any one (1) **Dave Lopeman**, in his capacity as Chairman of the Squaxin Island Tribe, or **Robert Whitener, Jr.**, in his capacity as Executive Director of the Squaxin Island Tribe (each, an “**Authorized Person**”) are, authorized and empowered:

Execute Loan Agreement. To execute and deliver to the Bank the Loan Agreement attached hereto and incorporated herein by reference as Attachment A.

Borrow Money. To borrow from time to time from the Bank, on the terms as agreed and expressed in the Promissory Note attached hereto and incorporated herein by reference as Attachment B.

Execute Notes. To execute and deliver to the Bank the Promissory Note attached hereto and incorporated herein by reference as Attachment B..

Grant Security. To mortgage, pledge, hypothecate, or otherwise encumber and deliver to the Bank, as security for the payment of any loans or any other credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Squaxin Island Tribe to the Bank at any time owing, however the same may be evidenced, the collateral identified in the Security Documents attached hereto and incorporated herein by reference as Attachment C.

Execute Security Documents. To execute and deliver to the Bank the Security Documents attached hereto and incorporated herein by reference as Attachment C.

Negotiate Items. To draw, endorse, and discount with the Bank all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Squaxin Island Tribe or in which the Squaxin Island Tribe may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the account of the Squaxin Island Tribe with the Bank, or to cause such other disposition of the proceeds derived there from as any Authorized Person may deem advisable.

Further Acts. To do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as any Authorized Person may in his discretion deem reasonably necessary or proper in order to carry into effect the provisions of these Resolutions. The following person or persons are authorized to request advances and authorize payments under the Loan Documents until the Bank receives written notice of revocation of their authority: **Dave Lopeman, Robert Whitener, Jr., Steve Sigo and Brian Thompson.**

BE IT FURTHER RESOLVED, that the Squaxin Island Tribe hereby acknowledges and confirms the limited waivers of sovereign immunity, the mandatory arbitration and exhaustion provisions, the elections to apply Washington law, and the stipulations that actions will be brought in a Superior Court for the State of Washington or the Squaxin Island Tribe's Tribal Court, each as set forth in the Loan Agreement, the Note and the Security Documents

BE IT FURTHER RESOLVED, that the Squaxin Island Tribe will notify the Bank in writing at the Bank's address shown above (or such other addresses as the Bank may designate from time to time) prior to any (a) change in the name of the Squaxin Island Tribe, (b) change in the assumed business name(s) of the Squaxin Island Tribe, (c) change in the authorized signer, (d) conversion of the Squaxin Island Tribe to a new or different type of legal entity, or (e) change in any other aspect of the Squaxin Island Tribe that directly or indirectly relates to any agreements between the Squaxin Island Tribe and the Bank. No change in the name of the Squaxin Island Tribe will take effect until after the Bank has been notified.

BE IT FURTHER RESOLVED, that all acts authorized pursuant to these Resolutions and performed prior to the passage of these Resolutions are hereby ratified and approved, that these Resolutions shall remain in full force and effect until written notice of their revocation shall have been delivered to and received by the Bank. Any such notice shall not affect any of the Squaxin Island Tribe's agreements or commitments in effect at the time notice is given.


These Resolutions may be executed in counterparts, each of which shall be an original, but all of which together shall constitute the same document. Delivery of an originally executed signature page or pages hereto, a counterpart signature page, or a photocopy thereof transmitted by telephone facsimile transmission, shall be as effective as delivery of a manually signed counterpart of these Resolutions.

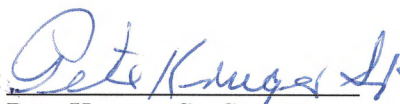
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CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 28th day of September, 2000, 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: 
Pete Kruger, Sr, Secretary


Cal Peters, Vice Chairman