



SQUAXIN ISLAND TRIBE

SQUAXIN ISLAND INDIAN TRIBE

RESOLUTION NO. 04-100

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe ("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 including those expressed in Section 1 (b) and (i) of the Constitution;

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 treaty land and treaty resources of the Tribe; and

WHEREAS, the Tribe and Bank of America, N.A. ("Bank") have entered into a Loan Agreement in the approximate amount of One Million Seven Hundred Ten Thousand Dollars (\$1,710,000) the repayment of which is partially guaranteed by the United States Department of Agriculture ("USDA") under the Rural Housing Section, the purpose of which is to bridge finance the development of a professional center, as evidenced by the following documents:

1. Promissory Note in the original principal amount of \$1,710,000.00 (One Million Seven Hundred Ten Thousand Dollars) made by Tribe and payable to Bank ("Note");
2. Business Loan Agreement between Bank and the Tribe ("Loan Agreement"); and

3. USDA Loan Guarantee between Bank and the USDA, as supplemented, collectively ("Principal Loan Documents"); and

WHEREAS, in order to induce Bank to complete this loan and execute the Principal Loan Documents and perform the same it is necessary for the Council to ratify and approve the terms of the Note and to authorize the Tribe to negotiate and execute a final version of the Loan Agreement; to issue a limited waiver of sovereign immunity; to authorize arbitration of certain controversies that could arise regarding the transaction; to consent that the Tribe be sued in state, federal and tribal courts pertaining to the transaction to compel arbitration and or enforce an arbitrator's award; to consent to the application of the substantive laws of the State of Washington – all in order that the Bank may be induced to make the loan as evidenced by the Note and in order that Bank may be assured it may enforce the Note against the Tribe.

NOW, THEREFORE, BE IT RESOLVED AND ENACTED By the Council as follows:

Section 1. Principal Loan Documents. The terms and conditions of the above-described drafts of the Principal Loan Documents are hereby authorized and ratified. The Chairman, or in his absence the Vice-chairman, is hereby authorized to execute and deliver on behalf of the Tribe the Note and the Loan Agreement, as well as any non-substantive revisions of the same prior to their execution as they shall determine, together with any and all other documents, financing statements, certificates, consents, representations and warranties required by Bank or its representatives in order to effect the transactions and the making of the loan.

Section 2. Choice of Law Authorization.

A. The parties to any contract, agreement, or other like document, including the Tribe and any department, program, or corporation of the Tribe, are hereby permitted and authorized to include in the document a stipulation providing that a designated body of laws will govern the interpretation and enforcement of the document(s), and

B. The Tribal Court shall, in cases brought before the Court over which it has jurisdiction and involving the document, use the designated body of laws for the interpretation and enforcement of the document.

Section 3. Choice of Law. The Note and the Loan Agreement shall create the rights and remedies that would apply and shall be governed by and construed in accordance with the laws of the state of Washington (without regard to principles of conflict of laws), including the Washington Uniform Commercial Code.

Section 4. Waiver of Exhaustion of Tribe Remedies; Tribal Court Jurisdiction. The Council for itself and on behalf of the Tribe consents and agrees that it shall not be necessary in



any litigation or arbitration or dispute resolution proceedings pertaining to the transactions described in Section 1 of this Resolution or other transactions relating thereto, that there first be any deferral to or exhaustion of remedies in the Tribal Court of the Tribe, any other tribal court or dispute resolution tribunal, or the Council. The Council agrees for itself and on behalf of the Tribe not to assert that the Tribal Court of the Tribe or any other courts or dispute resolution tribunals created by the Tribe, including but not limited to the Council itself, shall have jurisdiction as an adjudicative tribunal over any case or controversy or proceeding pertaining to said transaction or the Principal Loan Documents unless the same is initiated by or consented to in writing by Bank.

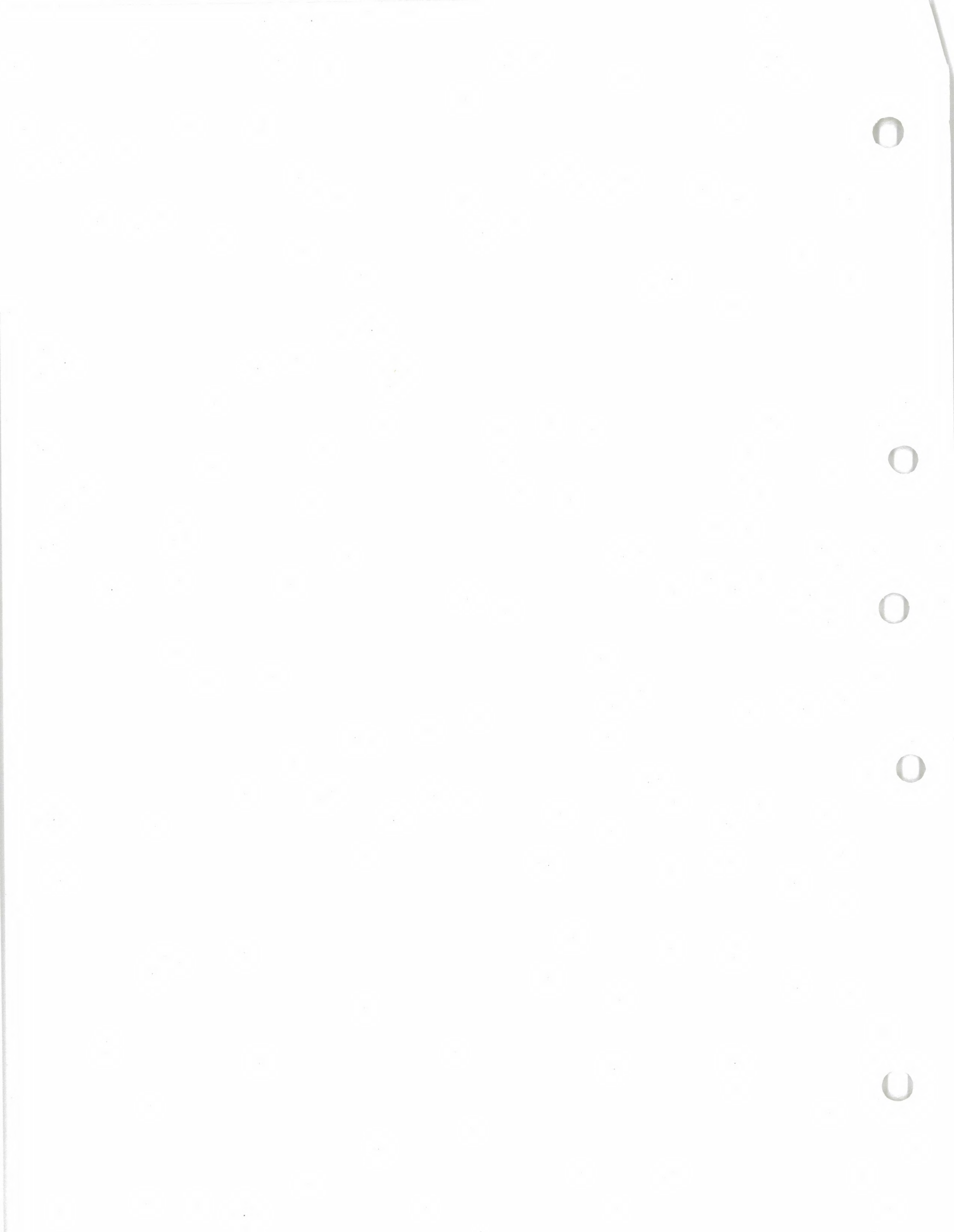
Section 5. Choice of Venue; Submission to Jurisdiction. The Council, for itself and on behalf of the Tribe, consents and agrees that the United States District Court for the Western District of Washington, the United States Claims Court (in actions that would be within its jurisdiction where the United States is the only defendant), the federal appellate courts, and the Washington courts of general jurisdiction, including their appellate courts, shall have jurisdiction in any dispute regarding the transactions or subject matter or proceedings described in the Note or the Amended Loan Agreement. This consent and agreement will not extend to any other transactions or subjects. If it is determined that the foregoing court does not enjoy proper jurisdiction, then the Tribe consents to suit to compel or enforce arbitration in any federal or tribal court of competent jurisdiction, including the Squaxin Island Tribal Court.

Section 6. Waiver of Sovereign Immunity, Arbitration and Waiver of Jury Trial. The Council, for itself and on behalf of the Tribe, expressly and irrevocably waives its sovereign immunity from suit for claims by Bank with respect to the obligations and indebtedness evidenced by the Amended Loan Agreement and any other document related to this transaction and consents to be sued in the courts of the state of Washington to compel or enforce arbitration as described and under the terms of the Amended Loan Agreement; *provided*, the waiver of sovereign immunity expressed herein is limited to the Bank and its successor and assigns as lender under the Amended Loan Agreement; *provided further*, that recourse of the Bank under this waiver of sovereign immunity is limited to the Net Revenues of the Borrower's Gaming Enterprise, as defined in the First Amendment to the Loan Agreement dated March 7, 2003; and proceeds of the loan from the Rural Housing Section of the USDA, pursuant to the USDA commitment letter.

The Council further agrees that:

(a) At the request of the Bank, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U. S. Code) (the "Act"). The Act will apply even though this Agreement provides that it is governed by the law of a specified state.

(b) Arbitration proceedings will be determined in accordance with the Act, the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and the



terms of this paragraph. In the event of any inconsistency, the terms of this paragraph shall control.

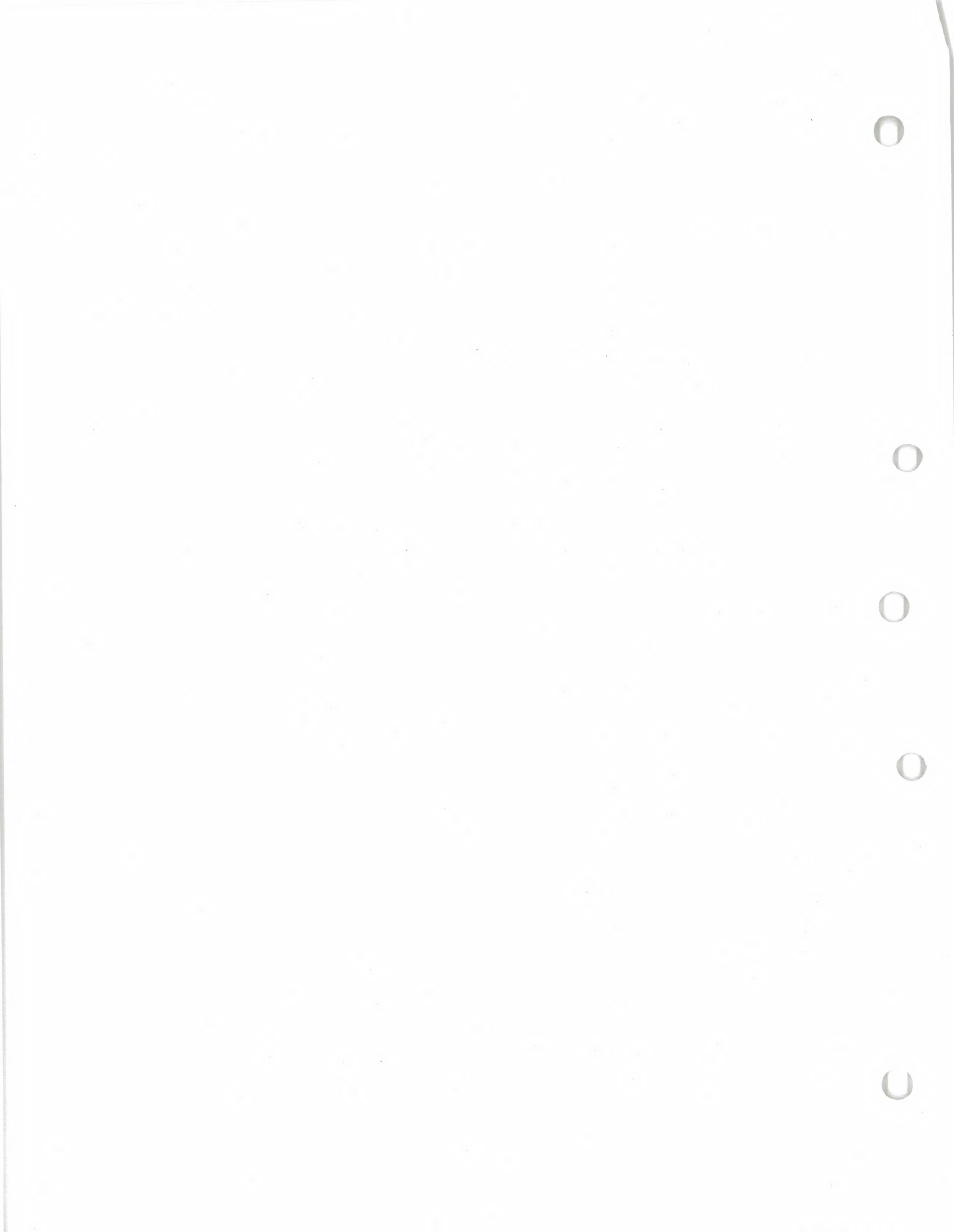
(c) The arbitration shall be administered by AAA and conducted in Washington state. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars (\$5,000,000), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and enforced.

(d) The arbitrator(s) will have the authority to decide whether any Claim is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis. For purposes of the application of the statute of limitations, the service on a party of a demand for arbitration under applicable AAA rules is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Agreement.

(e) This paragraph does not limit the right of the Bank to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or nonjudicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies


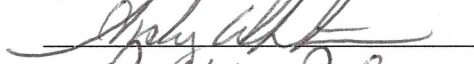

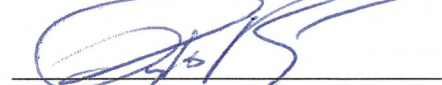
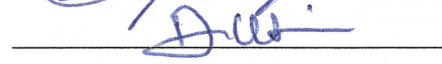
(f) The filing of a court action is not intended to constitute a waiver of the right of Tribe or the Bank, including the suing party, thereafter to require submittal of the Claim to arbitration.

(g) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit the Amended Loan Agreement to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This provision is a material inducement for the parties entering into the Amended Loan Agreement. The filing of a court action is not intended to constitute a waiver of the right of the any party, including the suing party, thereafter to require submittal of the Claim to arbitration.



The Council further waives any right it may have to a jury trial under any proceeding related to the Amended Loan Agreement or any other documents related thereto.

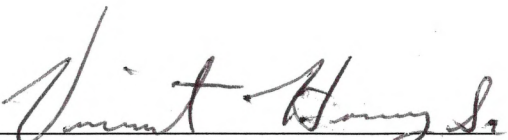
Section 7. Bank Instruction Authority. In and by this Resolution and until revised by subsequent action of the Tribal Council, the Tribal Council authorizes on behalf of the Tribe the taking of advances, making of repayments or for the designation of the optional LIBOR Rate under Section 1.5 of the Amended Loan Agreement upon written instruction of one individual, whose true signature appears opposite his or her name, from each category of signatories listed below:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Elected Tribal Officials		
David E. Lopeman	Chairman	
Andy Whitener	Vice-Chairman	
Patty Puhn	Treasurer	
Gaming Enterprise Officials		
Doug Boon	General Manager	
Dennis Wisner	Chief Financial Officer	

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 17 day of November, 2004, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 0 abstentions.


David Lopeman, Chairman

Attested by: 
Vincent Henry, Sr., Secretary


Andy Whitener, Vice Chairman



PROMISSORY NOTE

\$2,335,000.00

July 1, 2004

The Little Creek Casino and Hotel, a wholly owned subsidiary of the Squaxin Island Tribe, a federally recognized tribe, (the "Holder") agrees to provide a term loan to the Squaxin Island Tribe, a federally recognized tribe, (the "Maker") in the amount of Two Million Three Hundred Thirty Five Thousand Dollars (\$2,335,000) on or before July 1, 2004. The Maker promises to pay to the order of the Holder the principal sum of Two Million Three Hundred Thirty Five Thousand Dollars (\$2,335,000), or if less, the aggregate unpaid principal amount of all loans made by the Holder to the Maker, together with interest on that amount, upon the agreements, terms and conditions provided in this Promissory Note (the "Note"):

1. DEFINITIONS

1.1 CURE PERIOD. The term "Cure Period" means a period of ten (10) days from the time the Maker receives notice of a Default.

1.2 DEFAULT. The term "Default" means any of the following events:

- (i) the Maker at any time fails to pay, when due, any sum owing on this Note; or
- (ii) the Maker breaches or fails to perform any obligation under this Note or any other agreement between the Maker and the Holder; or
- (iii) the Maker files or is served with any petition for relief under the 11 U.S.C. § 1 *et seq.* or any similar federal or state statute, or a proceeding is instituted against the Maker seeking a readjustment of the Maker's indebtedness; or
- (iv) the Maker assigns any of its assets for the benefit of its creditors; or
- (v) an action is commenced to appoint, or the Maker consents to the appointment of a receiver or trustee for all or any part of the Maker's property; or
- (vi) the Maker admits, in writing, its inability to pay its debts as they become due; or
- (vii) the Maker becomes insolvent; or
- (viii) a court of competent jurisdiction enters an order approving a petition seeking a reorganization of the Maker or appointing a receiver, trustee, or other similar official of substantially all of Maker's assets.

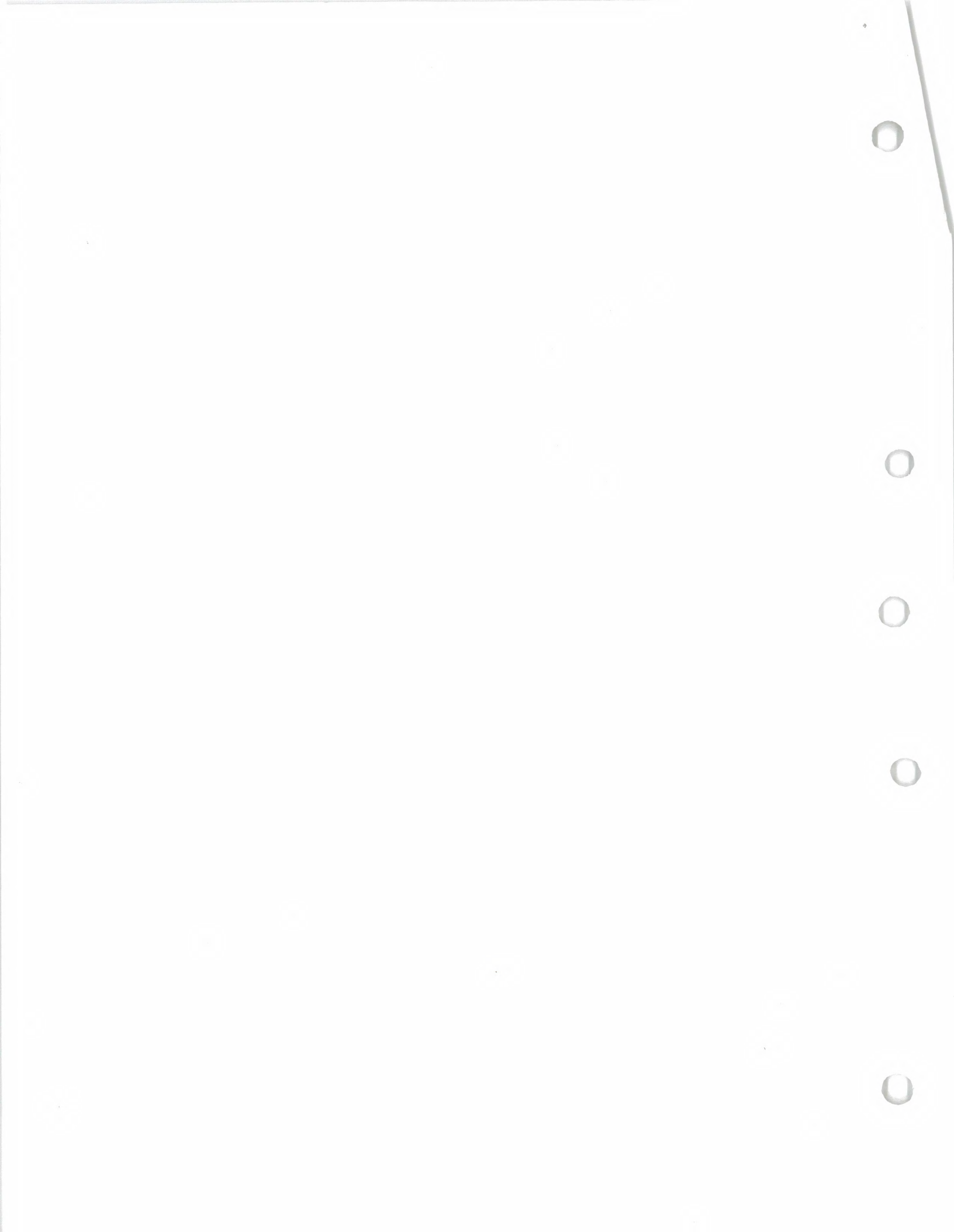
1.3 DEFAULT RATE. The term "Default Rate" means the rate of interest otherwise payable on this Note plus Two percent (2%).

2. INTEREST

Interest shall be payable on the outstanding daily unpaid principal amount of this Note from the date of this Note until payment in full and shall accrue and be payable at the rate of 4.00 percent (4.00%) per annum, amortized over thirty (30) years and on the dates set forth below. Should the Maker default on any of the obligations specified in this Note, all sums owing on the Note shall bear interest at the Default Rate.

3. PAYMENT

On or before the 1st day of August, 2004, \$11,147.65 and on or before the like date of each month



thereafter until the 1st day of July 2034, the Maker shall pay \$11,147.65 to the Holder. Payments shall be applied first to costs, expenses, and other charges provided for in this Note or incurred by the Holder in realizing on this Note, second to interest then accrued, and then to principal.

On or before the 1st day of July 2034, the Maker shall pay all unpaid principal and interest remaining due on the Note, and shall pay any and all costs, expenses, and other charges due and payable on this Note. All payments shall be made in the lawful currency of the United States of America. All payments shall be made to the Holder at West 91 Hwy 108, Shelton, Washington 98584 or at such other place as the Holder may specify in writing.

4. PREPAYMENT

The Maker may prepay any amount owing on this Note without incurring any additional charge. Notwithstanding any prepayment, the Maker shall continue to make all succeeding installments or other payments as they become due, until this Note is completely paid.

5. LATE PAYMENT CHARGE

If any installment of principal or interest shall not be paid within ten (10) days after the date it becomes due, the Maker shall pay a late charge equal to five percent (5%) of the delinquent installment. The late charge shall be in addition to, and not in lieu of, any other rights or remedies the Holder may have by virtue of any breach or default.

6. NOTICE OF DEFAULT; CURE

Upon a Default, the Holder shall deliver written notice of the Default to the Maker. The Maker shall have the right to cure, within the Cure Period, any Default described in Section 1.2(i) or (ii) of this Note. The Maker may not cure a Default described in Section 1.2(iii) through (viii) of this Note. If the Maker cures the Default within the Cure Period, the Maker shall nonetheless remain liable for any late charge properly assessed pursuant to Section 5 of this Note. If the Maker fails to cure a Default within the Cure Period, or is prohibited from curing the Default, the Holder may accelerate all amounts owing on the Note. Such accelerated amounts shall become immediately due and payable. If the Holder accelerates the amounts due under this Note, the Holder shall have the right to pursue any or all of the remedies provided in this Note, including, but not limited to, the right to bring suit on the Note.

7. REMEDIES

Upon a Default and expiration of any applicable Cure Period, the Holder shall have all rights available to it at law or in equity, including all rights available under the Washington Uniform Commercial Code. Any unpaid balance outstanding at the time of a Default, and any costs or other expenses incurred by the Holder in realizing on this Note, shall bear interest at the Default Rate. All rights and remedies granted under this Note shall be deemed cumulative and not exclusive of any other right or remedy available to the Holder.

The Squaxin Island Tribe waives any requirement that remedies be exhausted in tribal court, and waives its immunity from suit on this Note; provided, said waiver is limited to the Holder, and may not be assigned or otherwise transferred.

8. ATTORNEYS' FEES, COSTS, AND OTHER EXPENSES

Maker agrees to pay all costs and expenses which the Holder may incur by reason of any Default, including, but not limited to, reasonable attorneys' fees, expenses, and costs incurred in any action undertaken with respect to this Note, or any appeal of such an action. Any judgment recovered by the Holder shall bear interest at the Default Rate.

9. TRANSFER; OBLIGATIONS BINDING ON SUCCESSORS

The Maker may not transfer any of its rights, duties, or obligations under this Note without the prior written consent of the Holder. This Note, and the duties set forth in the Note, shall bind the Maker and its successors and assigns. All rights and powers established in this Note shall benefit the Holder and its successors and assigns.

10. NOTICES

Any notice, consent, or other communication required or permitted under this Note shall be in writing and shall be deemed to have been duly given or made either (1) when delivered personally to the party to whom it is directed (or any officer or agent of such party), or (2) three days after being deposited in the United States' certified or registered mail, postage prepaid, return receipt requested, and properly addressed to the party. A communication will be deemed to be properly addressed if sent to the Maker at 10 SE Squaxin Lane, Shelton, Washington 98584 or if sent to the Holder at 91 SE Hwy 108 Shelton, Washington 98584. The Maker or the Holder may at any time during the term of this Note change the address to which notices and other communications must be sent by providing written notice of a new address within the United States to the other party. Any change of address will be effective ten (10) days after notice is given.

11. GOVERNING LAW

This Note will be construed and the rights, duties, and obligations of the parties will be determined in accordance with the laws of the State of Washington.

12. HEADINGS

Headings used in this Note have been included for convenience and ease of reference only, and will not in any manner influence the construction or interpretation of any provision of this Note.

13. ENTIRE AGREEMENT

This Note represents the entire understanding of the parties with respect to the subject matter of the Note. There are no other prior or contemporaneous agreements, either written or oral between the parties with respect to this subject.

14. WAIVER

No right or obligation under this Note will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or by its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any other time.

15. SEVERABILITY

The parties intend that this Note be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of this Note, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Note and the application of that provision to other persons, circumstances, or extent, will not be impaired.

16. REFERENCES

Except as otherwise specifically indicated, all references in this Note to numbered or lettered sections or subsections refer to sections or subsections of this Note. All references to this Note include any subsequent amendments to the Note.

17. VENUE

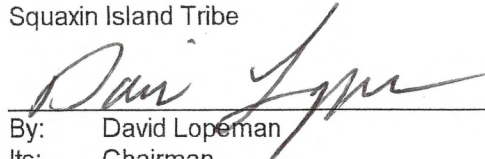
The Maker agrees that any action on this Note must be brought in a court of appropriate jurisdiction in Mason County, Washington.

18. MAXIMUM INTEREST

Notwithstanding any other provisions of this Note, any interest, fees, or charges payable by reason of the indebtedness evidenced by this Note shall not exceed the maximum permitted by law.

MAKER:

Squaxin Island Tribe



By: David Lopeman
Its: Chairman

Dated: November 17, 2004

HOLDER:

Little Creek Casino & Hotel



By: Doug Boon
Its: Chief Operating Officer

Dated: November __, 2004

**PROMISSORY NOTE
Squaxin Island Tribe**

Borrower: Squaxin Island Tribe
SE 70 Squaxin Lane
Shelton, WA 98584

Lender: Bank of America, N.A.
Commercial Banking
820 "A" Street, Suite 250
Tacoma, WA 98402

Principal Amount: \$1,710,000.00

Date of Note: November 17, 2004

PROMISE TO PAY. Squaxin Island Tribe ("Borrower") promises to pay to Bank of America, N.A. ("Lender"), on order, in lawful money of the United States of America, the principal amount of One Million Seven Hundred Ten Thousand & 00/100 Dollars (\$1,710,000.00) payable as hereinafter set forth. Borrower promises to pay interest on the principal amount hereof until the date of payment in full, payable as hereinafter set forth.

PAYMENT. Reference is made to the Business Loan Agreement of even date herewith, by and between the Borrower, a federally-recognized Indian Tribe, and the Lender (as the same may be further amended, renewed, extended or otherwise modified from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement and not otherwise defined herein are used herein with the meanings given those terms in the Loan Agreement. This is the Note referred to in the Loan Agreement, and the Lender and any subsequent rightful holder hereof (collectively "Holder") is entitled to all the rights, remedies, benefits and privileges provided for in the Loan Agreement as originally executed or as the same may be further amended, renewed, extended or otherwise modified from time to time. The Loan Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events upon the terms and conditions therein specified.

The outstanding principal indebtedness and interest thereon evidenced by this Note shall be payable as provided in the Loan Agreement and in any event no later than January 2, 2006.

Interest shall be payable on the outstanding daily unpaid principal amount of this Note from the date thereof until payment in full and shall accrue and be payable at the rates and on the dates set forth in the Loan Agreement, both before and after default and before and after maturity and judgment, with interest on the overdue principal and interest to bear interest at the rate set forth in the Loan Agreement, to the fullest extent permitted by applicable Law.

The amount of each payment hereunder shall be made to the Lender in immediately available funds or such other type of funds selected by the Bank not later than 11:00 a.m. (Washington time) on the day of payment (which must be a Business Day). All payments received after 11:00 a.m. (Washington time) on any particular Business Day will be deemed received on the next succeeding Business Day. All payments will be made in lawful money of the United States.

The undersigned hereby promises to pay all costs and expenses hereunder or in enforcing or attempting to enforce any of such Holder's rights hereunder, including reasonable attorney's fees and disbursements whether or not an action is filed in connection therewith.

PREPAYMENT. Borrower may prepay all or a portion of the principal amount of this Note only on the terms, and subject to the conditions provided for in the Loan Agreement.

GOVERNING LAW. This Note will be governed by, construed and enforced in accordance with federal law and the laws of the State of Washington. This Note has been accepted by Lender in the State of Washington.

CHOICE OF LAW. This Note and the other Principal Loan Documents shall create the rights and remedies that would apply and shall be governed by and construed in accordance with the laws of the state of Washington (without regard to principles of conflict of laws), including the Washington Uniform Commercial Code. This Note has been accepted by Lender in the State of Washington.

WAIVER OF EXHAUSTION OF TRIBAL REMEDIES. The Borrower consents and agrees that it shall not be necessary in any litigation or arbitration or dispute resolution proceedings pertaining to the transactions described in this Note, the Loan Agreement or other transactions relating thereto, that there first be any deferral to or exhaustion of remedies in the Tribal Court of the Tribe, any other tribal court or dispute resolution tribunal, or the Council. The Council agrees for itself and on behalf of the Tribe not to assert that the Tribal Court of the Tribe or any other courts or dispute resolution tribunals created by the Tribe, including but not limited to the Council itself, shall have jurisdiction as an adjudicative tribunal over any case or controversy or proceeding pertaining to said transaction or the Principal Loan Documents unless the same is initiated by or consented to in writing by Lender.

CHOICE OF VENUE; SUBMISSION TO JURISDICTION. The Borrower consents and agrees that the United States District Court for the Western District of Washington, the United States Claims Court (in actions that would be within its jurisdiction where the United States is the only defendant), the federal appellate courts, and the Washington courts of general jurisdiction, including their appellate courts, shall have jurisdiction in any dispute regarding the transactions or subject matter or proceedings described in this Note or the Principal Loan Documents. This consent and agreement will not extend to any other transactions or subjects. If it is determined that the foregoing court does not enjoy proper jurisdiction, then the Tribe consents to suit to compel or enforce arbitration in any federal or tribal court of competent jurisdiction, including the Squaxin Island Tribal Court.

WAIVER OF SOVEREIGN IMMUNITY, ARBITRATION AND WAIVER OF JURY TRIAL. The Borrower expressly and irrevocably waives its sovereign immunity from suit for claims by Bank with respect to the obligations and indebtedness evidenced by this Note, the Loan Agreement and the other documents connected therewith and consents to be sued in the courts of the State of Washington to compel or enforce arbitration as described and under the terms of this Note, the Loan Agreement and the other documents connected therewith provided, recourse of the Bank under this waiver of sovereign immunity is limited to the net gaming revenues of the Borrower's Gaming Enterprise and all personal property associated with same,



together with the proceeds of the loan from the Rural Housing Section of the U.S. Department of Agriculture referenced in the Loan Agreement; *provided further*, the waiver of sovereign immunity expressed herein is limited to the Bank and its successor and assigns as lender under the Principal Loan Documents.

The Borrower further agrees that:

(a) At the request of the Borrower or the Lender, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U. S. Code) (the “Act”). The Act will apply even though this Agreement provides that it is governed by the law of a specified state.

(b) Arbitration proceedings will be determined in accordance with the Act, the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), and the terms of this paragraph. In the event of any inconsistency, the terms of this paragraph shall control.

(c) The arbitration shall be administered by AAA and conducted in Washington state. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars (\$5,000,000), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and enforced.

(d) The arbitrator(s) will have the authority to decide whether any Claim is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis. For purposes of the application of the statute of limitations, the service on a party of a demand for arbitration under applicable AAA rules is the equivalent of the filing of a lawsuit. Any dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s). The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Agreement.

(e) This paragraph does not limit the right of Borrower or Lender to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or nonjudicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights, or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies

(f) The filing of a court action is not intended to constitute a waiver of the right of Borrower or Lender, including the suing party, thereafter to require submittal of the Claim to arbitration.

(g) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this Note to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This provision is a material inducement for the parties entering into this Note. The filing of a court action is not intended to constitute a waiver of the right of the any party, including the suing party. thereafter to require submittal of the Claim to arbitration.

BORROWER AND LENDER WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL UNDER ANY PROCEEDING RELATED TO THIS NOTE, THE LOAN AGREEMENT, THE SECURITY AGREEMENT OR ANY RELATED DOCUMENT.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, notice and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of anyone. All such parties also agree that Lender may modify this Note without the consent of or notice to anyone other than the party with whom the modification is made.

DISCLOSURE. ORAL AGREEMENTS OR COMMITMENTS TO LEND MONEY, EXTEND CREDIT, OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

SQUAXIN ISLAND TRIBE:

By: 
Its: