



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 04-52B

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, 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 Tribe ("the Tribe") understands that its agreement to adopt an enforceable Resolution Regarding Limited Waiver of Sovereign Immunity is a material inducement to Green Diamond Resource Company, or its successors and assigns ("Green Diamond"), to enter into a Purchase and Sale Agreement, Note and Deed of Trust with the Tribe in relation to the purchase and sale of real property located in the State of Washington.

NOW THEREFORE, BE IT RESOLVED, that the terms herein and not defined shall have the meanings given them in the Purchase and Sale Agreement for certain property and property rights described as the north half of the northeast quarter and the northeast quarter of the



northwest quarter of Section 21, the northwest quarter of the northeast quarter and the north half of the northwest quarter of Section 22, both in Township 19 North, Range 3 West, W. M., Mason County, Washington, between the Tribe and Green Diamond and the related Note and Deed of Trust for the performance of the Purchase and Sale Agreement;

NOW THEREFORE BE IT FURHTER RESOLVED, that the Tribe hereby expressly waives its sovereign immunity from any judicial or nonjudicial action necessary for the purpose of enforcement of the terms of the Purchase and Sale Agreement and related Note and Deed of Trust. This waiver applies only to actions brought by Green Diamond;

NOW THEREFORE BE IT FURHTER RESOLVED, that the Tribe agrees and consents that all disputes, controversies or claims arising out of or relating to the Purchase and Sale Agreement and related Note and Deed of Trust, or the Parties' obligations and rights thereunder, shall be subject to enforcement in the manner prescribed by the Purchase and Sale Agreement and related Note and Deed of Trust and by the laws of the State of Washington;

NOW THEREFORE BE IT FURHTER RESOLVED, that the Tribe consents to be sued in the Superior Court of the State of Washington for Mason County and appellate courts therefrom, for the purpose of enforcement of the Purchase and Sale Agreement and related Note and Deed of Trust. The assumption of jurisdiction by the Superior Court shall not be delayed or curtailed by any doctrine requiring exhaustion of tribal remedies, and the Tribe expressly waives any rights under any doctrine requiring exhaustion of tribal court remedies for purposes of enforcement under the Purchase and Sale Agreement and related Note and Deed of Trust. The Tribe does not waive, limit, or modify its sovereign immunity except as specifically set forth in this Resolution Regarding Limited Waiver of Sovereign Immunity;

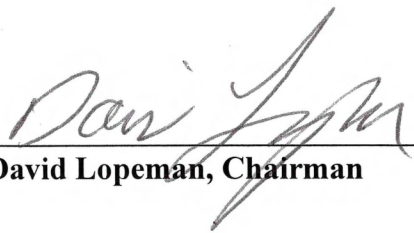
NOW THEREFORE BE IT FURHTER RESOLVED, that the Tribe's Chairman and Secretary of the Tribal Council are appointed individually as its agents for service of process under or relating to the Purchase and Sale Agreement and related Note and Deed or Trust, and agrees that service on either of the Tribe's appointed agents by hand or by certified mail, return receipt requested, shall be effective as service upon the Tribe for all purposes under or relating to the Purchase and Sale Agreement and related Note and Deed of Trust;

NOW THEREFORE BE IT FINALLY RESOLVED, that this Resolution Regarding Limited Waiver of Sovereign Immunity take effect immediately and shall continue until the later of six (6) years following the execution of the Purchase and Sale Agreement or Reconveyance of the Deed of Trust by Green Diamond, except that the waiver of sovereign immunity shall remain effective for any proceedings then pending, and all appeals therefrom.

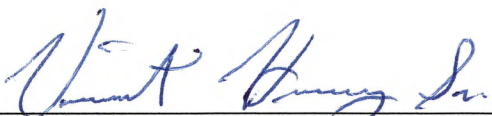
CERTIFICATION

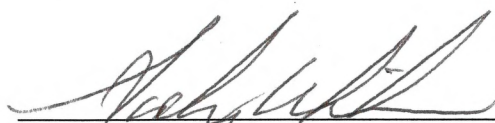
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 12th day of August 2004, at

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

