



# SQUAXIN ISLAND TRIBE

RESOLUTION NO. 05- 25A

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

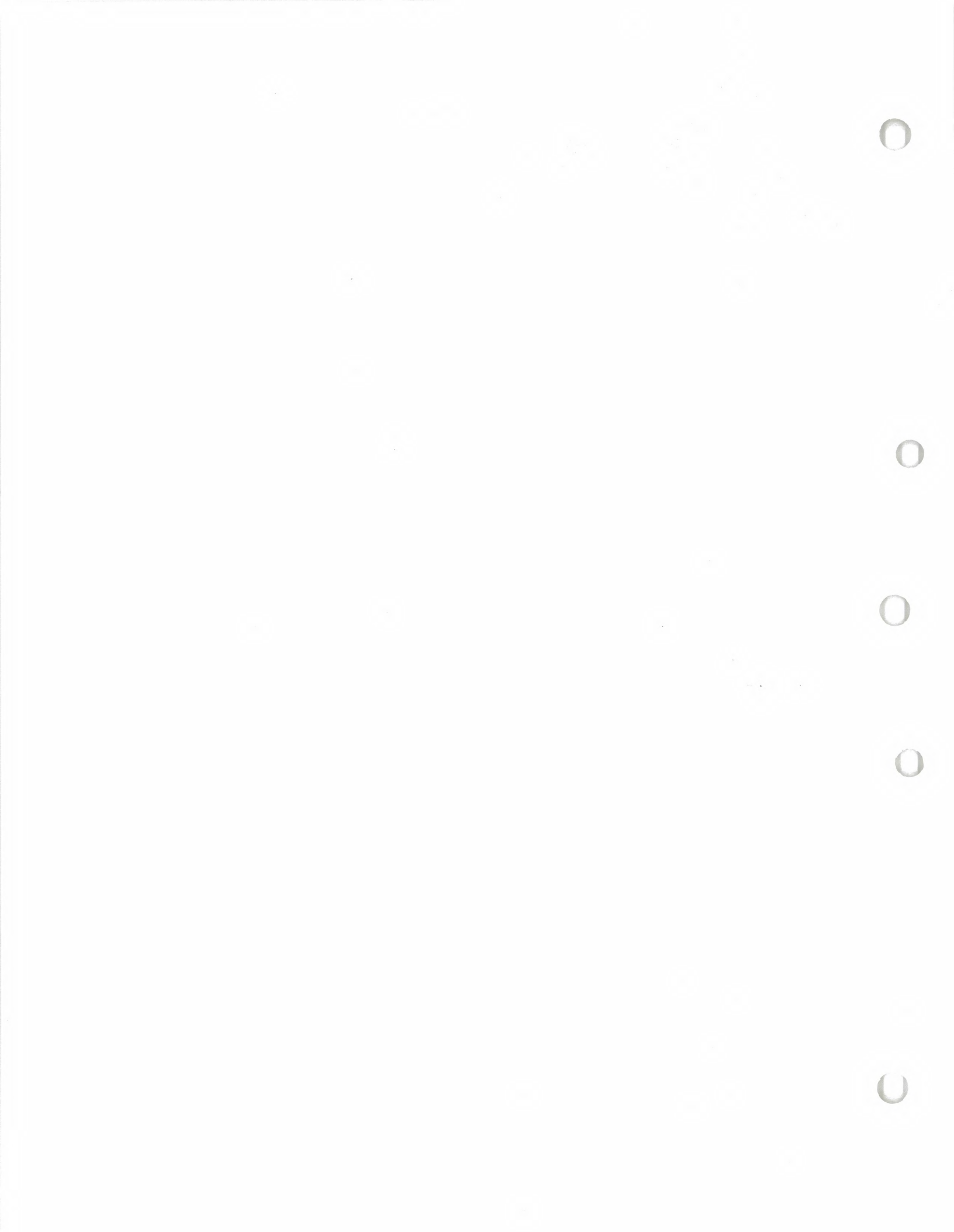
**WHEREAS**, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

**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 Tribal Council has agreed to purchase on the terms and conditions expressed in the attached Purchase and Sale Agreement, dated on or about October 21, 2004, the real property commonly known as the J. Krise property and more fully described therein; and

**WHEREAS**, the Squaxin Island Tribal Council has agreed to the purchase price of \$70,000.00, and certain costs, if any;

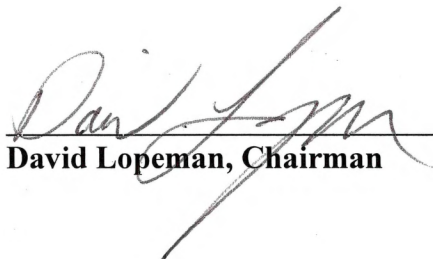


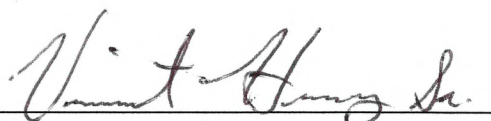
**NOW THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Council hereby approves the Purchase and Sale Agreement dated on or about October 21, 2004, as amended January 27, 2005;


**NOW THEREFORE BE IT FURTHER RESOLVED**, that the Squaxin Island Tribal Council hereby authorizes Chairman David Lopeman and/or its Executive Director, Raymond Peters to execute the Purchase and Sale Agreement and any amendments thereto, to advance monies to or on behalf of the Sellers to be credited against the purchase price (\$7,000.00 as of February 9, 2005), to execute documents necessary to close including but not limited to escrow instructions, closing statements, and excise affidavits.

**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 10<sup>th</sup> day of February, 2005, 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**

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of October 2004, by and between Leonora Cruz, Beverly Hawks, Darrel Krise and John E. Krise, as separate individuals ("SELLERS"), and the SQUAXIN ISLAND TRIBE, a federally-recognized Indian tribe ("BUYER").

### RECITALS

A. *THE PROPERTY.* SELLERS are the owners of that certain property (Mason County Parcel Number 319202200170), commonly known as 3720 SE Old Olympic Highway, Shelton, Washington, with a legal description of: TR 17 of NW NW, consisting of .4 Acre Land with 2BR Home (hereafter the "Property").

 B. *AGREEMENT.* SELLERS agree to sell the Property to BUYER who agrees to purchase the Property from SELLERS subject to a life estate in Darrel Krise and to the terms and conditions herein.

C. *PURCHASE PRICE.* The purchase price will be SEVENTY THOUSAND DOLLARS (\$70,000.00) to be paid as follows: BUYER shall pay SEVENTY THOUSAND DOLLARS (\$70,000.00), in cash or cash equivalent, at Closing.

*in property commonly known as the J. Krise property*

D. *EARNEST MONEY.* An earnest money deposit is not required. The SELLER acknowledges receipt of \$1,000.00 as advance payment, which shall be credited to BUYER at Closing.

E. *REPRESENTATIONS AND CROSS-INDEMNITIES:*

1. *SELLERS' Representations.* SELLERS make the following warranties and representations which shall survive this Agreement:

- a. SELLERS have the right, power and authority to execute and enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with its terms, conditions and provisions. SELLERS warrant and represent that their signatures as appearing in this Agreement and all related documents are those of the vested title holders for the Property. SELLERS' performance of this transaction shall not conflict with or constitute a default under the terms and conditions of any agreement to which SELLERS are bound or are parties, or any order or regulation of any governmental body having jurisdiction over the SELLERS or the Property. SELLERS represent that they have taken all actions necessary to enter into this Agreement and that each has the authority to enter into this Agreement.
- b. To SELLERS' knowledge, there is no legal action of any kind or nature affecting the Property that will in any way detrimentally affect BUYER completing the purchase of the Property and SELLERS are unaware of any violations of law affecting the Property.
- c. To SELLERS' knowledge there are no pending or contemplated assessments or similar charges that will affect the Property.
- d. SELLERS own the Property free of all claims and liens other than taxes currently due on the Property.

- e. At or before Closing SELLERS will have sufficient funds to pay any underlying encumbrance, and shall, in fact, pay those underlying encumbrances in full at or before Closing.
2. *Environmental Condition.* To the fullest extent permitted by law, the SELLERS shall indemnify, hold harmless and defend the BUYER from and against any and all claims, damages, demands, losses, expenses, causes of action, administrative penalties or fines, suits or other liabilities, including all costs and reasonable attorneys fees, whether incurred in court, out of court, on appeals or as part of regulatory administrative or bankruptcy proceedings of every kind and character arising on account of alleged violation of any Environmental Law in any way occurring, incidental to, arising out of, or in connection with any contaminant located on the Property. "Environmental Law" means any and all present and future federal, state and local laws, statutes, ordinances, rules, regulations, relating to protection of human health and the environment from contaminants including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA), 42 USC 9601 et seq.; the Washington Model Toxics Control Act, 70.105D RCW et seq.; and state and local law, rules and regulations similar to or addressing similar matters as the foregoing federal and state laws, rules and regulations.

SELLERS represent that there are no hazardous or toxic materials stored or located on the Property.

SELLERS warrant and represent that there is no defect, condition or circumstance past or presently existing that was, is or might be a violation of, or result in a response or remedial action under, an Environmental Law, including specifically that no asbestos or asbestos based material was used or is located on the Property.

BUYER specifically relies on the SELLERS' representations regarding the environmental condition of the Property in entering into this Agreement.

3. *Cross-Indemnities.* After closing the sale of the Property: (i) SELLERS shall indemnify and hold BUYER harmless from all claims, liabilities, and expenses (including reasonable attorneys fees) arising out of SELLERS' ownership or operation of the Property prior to the Closing or the breach of SELLERS' representations in this Agreement; and (ii) BUYER shall indemnify and hold SELLERS harmless from all claims, liabilities, and expenses (including reasonable attorneys fees) arising out of BUYER'S ownership or operation of the Property after the Closing.
- F. *BUYER'S CONDITIONS.* This Agreement is contingent upon:
1. *Disclosure.*
    - a. SELLERS shall deliver to BUYER a standard form Real Property Transfer Disclosure Statement provided by the BUYER within ten (10) days of the Effective Date.

- b. SELLERS shall provide to BUYER copies of all leases, easements and licenses and future interests in the Property, together with copies of all liens, encumbrances, adverse claims or other matters respecting the Property on or before that date which is twenty-one (21) days from the Effective Date or five days prior to Closing, whichever comes first.

2. *Inspection Period.* BUYER shall have until seven (7) days following the Effective Date or until Closing, whichever comes first, to perform a physical and financial inspection of the Property to determine, in the BUYER'S sole and absolute discretion, whether the Property shall serve the BUYER'S purposes and business plans and the BUYER shall elect to proceed with the purchase under the terms and conditions of this Agreement. In the event that said study is satisfactory to the BUYER, the BUYER shall notify the SELLERS in writing. BUYER agrees that BUYER and its agents shall not cause any damage to the Property in the course of any such inspection.

BUYER may terminate this Agreement by written notice to SELLERS given within ten (10) days following the Effective Date or by Closing, whichever date occurs first, specifying a reasonable objection regarding the Property. If no such written notice is given within the applicable time period, the conditions set forth herein shall be deemed to have been satisfied and/or waived and BUYER shall have no right to terminate this Agreement. If such written notice is given within the applicable time period, such notice shall constitute BUYER'S election to terminate this Agreement without liability of SELLERS to BUYER, and neither BUYER nor SELLERS shall have any obligation hereunder with respect to the conveyance of the Property, except that obligations specified in this Agreement to survive termination shall so survive.

3. *Claims and Liens.* SELLERS shall deliver the Property to BUYER free and clear of all claims and liens upon Closing under this Agreement.

4. *Access.* BUYER shall have access to the Property until the Closing, as necessary and reasonable, for due diligence, inspection and land use planning purposes.

- G. *CONDITION OF TITLE.* The status of SELLERS' title shall be shown in a Preliminary Commitment for a standard owner's coverage title insurance policy ("Preliminary Commitment") issued by Mason County Title Company, which Preliminary Commitment will be ordered by BUYER within one (1) day of execution of this Agreement. Said Preliminary Commitment shall have attached photocopies of all documents shown as encumbrances to the SELLERS' title. The cost of the standard form of title insurance is to be paid from funds due to SELLERS at Closing. BUYER understands that extended title insurance may be available to BUYER at its own expense.

Title is to be free of all encumbrances or defects, except those approved by BUYER, as set forth herein, and the following shall not be deemed encumbrances or defects: tenants in possession pursuant to written leases; rights reserved in federal patents or state deeds; building or use restrictions general to the area, other than governmental platting and subdivision requirements; easements not inconsistent with BUYER'S intended use; and reserved oil and/or mining rights ("Permitted Exceptions"). The BUYER shall be considered to have accepted the condition of title unless the BUYER

provides notice of specific written objections within ten (10) business days after receipt of the Preliminary Commitment. Encumbrances to be discharged by the SELLERS shall be paid from the SELLERS' funds at Closing. A title policy will issue after Closing.

If the SELLERS are not able to provide insurable title in accordance with the BUYER'S written objections prior to Closing and the BUYER does not waive any exceptions to coverage that are not part of the Permitted Exceptions, this Agreement shall terminate and the earnest money, if any, shall be returned to BUYER.

- H. *PERSONAL PROPERTY.* SELLERS agree to remove personal property of SELLERS prior to Closing as part of the vacating and cleaning process.
- I. *UNDERLYING MORTGAGE.* SELLERS agree to provide BUYER with confirmation that any underlying encumbrance and any other underlying encumbrance, has been paid in full at or before Closing.
- J. *CLOSING.* The parties agree that this transaction shall be closed on agreement of the parties, but no later than ~~November~~ <sup>December 31</sup> \_\_, 2004, which shall be the termination date of this Agreement. The Transaction shall be closed by Mason County Title Company. Closing means the date on which all documents are recorded, and the sale proceeds are available for disbursement to the SELLERS. BUYER and SELLERS shall deposit with the closing agent all documents and money required to complete this sale in accordance with the Agreement herein.
- K. *CONVEYANCE.* At Closing, SELLERS shall convey fee title to the Property to BUYER by executing, acknowledging, and delivering a statutory warranty deed free of encumbrances and defects except those included in this Agreement or otherwise acceptable to the BUYER.
- L. *CLOSING COSTS AND PRORATIONS.* The Parties shall each pay one half of the Closing agent's escrow fees. SELLERS shall pay the real estate excise tax and cost of the standard form title insurance. Unpaid property taxes for the year of Closing, assessments which are paid in installments and utilities constituting liens against the Property shall be prorated as of the date of Closing. BUYER shall pay for all recording fees. SELLERS shall pay all delinquent general taxes plus applicable interest and penalties.
- M. *POSSESSION.* BUYER shall be entitled to possession at Closing. SELLERS shall bear all risk of loss and shall continuously maintain fire, casualty and other insurance equal to or greater than SEVENTY THOUSAND DOLLARS (\$70,000.00) until BUYER takes possession. All such policies shall be held by the BUYER and be in such companies as the BUYER may approve and have loss payable first to any holders of underlying encumbrances, then to BUYER. At Closing, SELLERS shall provide BUYER with copies of such policies.
- N. *TITLE INSURANCE; ESCROW FEE; EXCISE TAX; RECORDING FEES.* SELLERS shall pay the cost of the standard form title insurance and the excise tax. The parties agree to split the cost of escrow equally. BUYER will pay all recording fees.
- O. *PROPERTY TO BE INCLUDED.* The following items presently located on the Property are included in the sale unless specifically noted otherwise: attached floor coverings;





window and door screens and storm doors/windows; attached plumbing and lighting fixtures; attached television antennas and/or wiring for satellite dish system; landscaping; built-in appliances; major appliances; window treatments; ventilating, heating and cooling systems and fixtures; and attached irrigation equipment. The SELLERS will remove the items listed on the attached Exhibit A.

SELLERS shall cause minimum disturbance to surrounding soils when removing specified plants and trees and fill all holes after such removal.

- P. *ASSIGNMENT OF RENTS.* SELLERS agree to assign all of its right, title and interest in and to rent paid pursuant to written leases pursuant to that certain assignment of rents and leases attached as Appendix B and incorporated by this reference. Prior to Closing, SELLERS agree to obtain and furnish to BUYER fully executed Tenant Estoppel Certificates from each tenant in a form as attached as Appendix C and incorporated by this reference. Upon Closing, SELLERS shall credit to BUYER all sums held by SELLERS as security deposits pursuant to written leases, and BUYER agrees to indemnify and hold SELLERS harmless from any and all loss, claim or damage BUYER may incur due to the transfer of the security deposit(s).
- Q. *RISK OF LOSS.* Risk of loss or damage by fire or other casualty to the Property or any part thereof prior to BUYER'S taking Possession shall be assumed by the SELLERS. If such loss or damage occurs prior to Closing, the BUYER may elect to: continue with Closing and the SELLERS shall assign to the BUYER all rights under any insurance under any casualty policy and the SELLERS shall grant permission to bring such action in the SELLERS' name; or, terminate this Agreement, and the earnest money shall be returned to the BUYER.
- R. *DEFAULTS AND REMEDIES.* If the BUYER defaults hereunder, the SELLERS' sole remedy shall be limited to forfeiture and retention of the Earnest Money Note previously given by the BUYER to the SELLERS as liquidated damages; whereupon this Agreement shall become null and void, and neither party shall have any further rights, duties or obligations hereunder. If the SELLERS default hereunder, the BUYER shall have the right, at the BUYER'S option, to enforce any or all of the following remedies: (i) the return of any and all deposits paid by the BUYER, together with reasonable costs incurred by the BUYER in connection with the inspection study, if any, performed by the BUYER; (ii) commence suit for specific performance; (iii) commence suit for damages.
- S. *ATTORNEY FEES.* If any suit or other proceeding is instituted by the SELLERS or the BUYER arising out of or pertaining to this Agreement or the Property, including but not limited to filing suit or requesting arbitration, mediation, or other alternative dispute resolution process (collectively, "Proceedings"), and appeals and collateral actions relative to such suit or Proceedings, the substantively prevailing party as determined by the court or in the Proceeding shall be entitled to recover its reasonable attorney's fees and costs and expenses incurred relative to such suit or Proceeding from the substantially non-prevailing party, in addition to such other available relief.
- T. *BROKERS.* SELLERS represent and warrant that they have employed no broker or finder in connection with this transaction and agree to indemnify the BUYER against any claim therefor.

- U. *ASSIGNMENT; SUCCESSORS BOUND.* The BUYER shall have the right in its sole discretion to assign its interest in this Agreement.
- V. *DATE.* The term "Effective Date" shall mean the date upon which this Agreement is fully executed.
- W. *INTEGRATION; AMENDMENTS.* This Agreement constitutes the entire Agreement of the parties with respect to the Property and supersedes all prior written or oral agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties on the subject matter hereof. Any modifications, changes, additions or deletions to this Agreement or any of the Exhibits or Schedules attached hereto shall first be approved by and between SELLERS and BUYER, in writing.
- X. *GOVERNING LAW AND VENUE.* This Agreement shall be governed by the laws of the State of Washington. Jurisdiction and venue of any suit arising out of or related to this Agreement shall be exclusively in the state and federal court of Mason County, Washington.
- Y. *NON-MERGER.* The terms and provisions of this Agreement shall not merge in, but shall survive, the Closing of this transaction.
- Z. *SEVERABILITY.* If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that (a) such provision be enforced and enforceable to the fullest extent permitted by law, and (b) the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this Agreement.
- AA. *LEGAL REPRESENTATION.* Each of the parties hereto has been or has had the opportunity to be represented, to the extent desired, by legal counsel of its choice in respect to this transaction.
- BB. *TIME OF ESSENCE; WAIVER.* Time is of the essence of this Agreement and each provision hereof. Failure by either party hereto at any time to require performance of any provision of this Agreement shall not limit the right of such party to enforce such provision in the future, nor shall any waiver by any party of any breach of any provision be a waiver (a) of any succeeding breach of that provision, (b) of that provision itself, (c) of this non-waiver provision, or (d) of any other provision hereof. The foregoing shall not be interpreted to prevent waiver of BUYER'S conditions or to extend the time period within which BUYER must notify SELLERS of the failure of any such condition.
- CC. *SURVIVAL.* Portions of this Agreement are intended to survive any expiration or termination of this Agreement, the Closing of the transaction contemplated hereby and/or the execution and delivery of SELLERS' deed or other instrument of transfer. Accordingly, all provisions hereof which contemplate performance after any such event shall so survive, as shall all indemnity, warranty and representation provisions, as well as the attorney fee provision and the right to exercise remedies for default.
- DD. *COUNTERPARTS; EFFECTIVE DATE AND ACCEPTANCE PERIOD.* This Agreement may be executed in one or more counterparts and shall be effective upon the execution and delivery of this Agreement by each party hereto. This Agreement shall be null and

void unless the foregoing has been accomplished by delivery of an executed original to each of the parties to this Agreement not more than thirty (30) days following execution of the document by all parties.

EE. **NOTICES.** Any and all notices required or permitted to be given under this Agreement must be in writing. Notices shall be deemed to be given when personally delivered, or three days following mailing if mailed first-class, postage prepaid, to the address of the parties below, or to such other address as may be specified by written notice given as aforesaid. Both parties must keep each other informed of their current address for receiving notices. Notices may be sent by facsimile to the other party if authorized by the parties' initials below and sent to the number written below:

IF TO SELLERS: Beverly Hawks  
321 SE Klah-Che-Min  
Shelton, Washington 98584

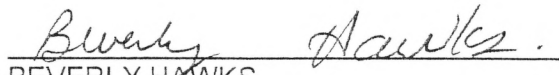
IF TO BUYER: Squaxin Island Legal Department  
3711 SE Old Olympic Hwy  
Shelton, Washington 98584  
Olympia, WA 98501  
(360) 432.1771

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.


DATE: 10-21-04

  
LEONORA CRUZ  
*Leonora*


DATE: 10-21-04

  
BEVERLY HAWKS

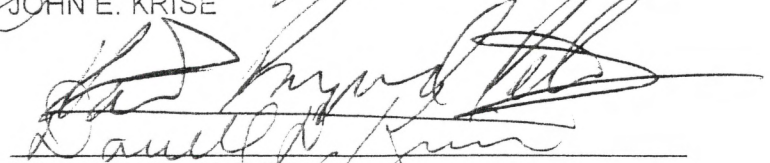
DATE: 10/21/04

  
DARREL KRISE

DATE: 10-21-04

  
JOHN E. KRISE

DATE: 10/25/04  
~~10/21/04~~

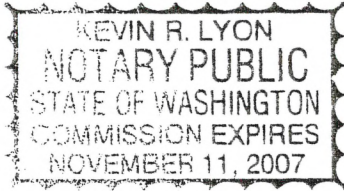
  
SQUAXIN ISLAND TRIBE  
By: Raymond A. Peters  
Its: Executive Director



STATE OF WASHINGTON )  
 ) ss  
County of Mason )

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this 21<sup>th</sup> day of October, 2004, personally appeared before me Leonora Cruz, known to me to be the individual who executed the above instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above mentioned.

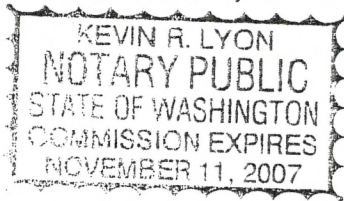


Leonora Cruz  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
County of Mason )

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this 21<sup>th</sup> day of October, 2004, personally appeared before me Beverly Hawks, known to me to be the individual who executed the above instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above mentioned.

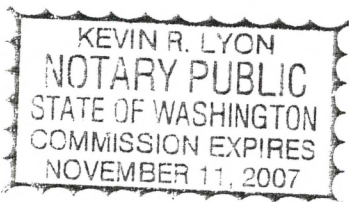


Beverly Hawks  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
County of Mason )

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this 21<sup>th</sup> day of October, 2004, personally appeared before me Darrel Krise, known to me to be the individual who executed the above instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above mentioned.

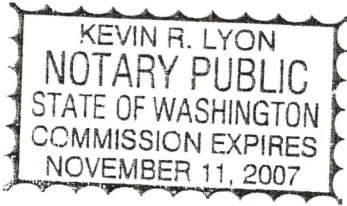


Darrel Krise  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
County of Mason )

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this 21<sup>th</sup> day of October, 2004, personally appeared before me John E. Krise, known to me to be the individual who executed the above instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above mentioned.



[Signature]  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
County of Mason )

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this 1<sup>st</sup> day of October 2004, personally appeared before me Raymond A. Peters, known to me to be the individual who executed the above instrument, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above mentioned.

[Signature]  
Printed Name: Patti Puhn  
Notary Public in and for the State of Washington,  
Residing at: Shelton  
My Commission expires: 8/24/07

Exhibit A

List of Items to be Removed from Premises by SELLERS:

- All cars and garbage within 120 days of this Agreement

- X • All asbestos within 120 days of this Agreement

Darrell Krise can occupy J. Krise <sup>property.</sup> when septic is repaired and habitable. The Tribe shall complete repairs within 60 days of this Agreement.

OK. JEK

Bwaly Hawks.





AMENDMENT TO  
PURCHASE AND SALE AGREEMENT

The Purchase and Sale Agreement entered into between Leanora Cruz, Beverly Hawks, Darrel Krise and John E. Krise, dated October 21, 2004, is hereby amended as follows:

- D. *EARNEST MONEY.* An earnest money deposit is not required, The BUYER has paid to SELLERS and SELLERS acknowledge receipt of \$1,000.00 and receipt of \$6,000.00 as advance payments on the purchase price. BUYER shall be credited \$7,000.00 on the purchase price.
- J. *CLOSING.* By agreement of the parties, the closing date for this transaction has been extended to February 15, 2005.

All other terms of the initial Purchase and Sale Agreement remain in full force and effect.

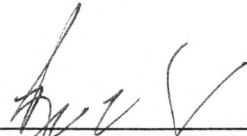
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

DATE: 01-27-2005   
LEANORA CRUZ

DATE: 1-26-05   
BEVERLY HAWKS

DATE: \_\_\_\_\_   
DARREL KRISE

DATE: \_\_\_\_\_   
JOHN E. KRISE

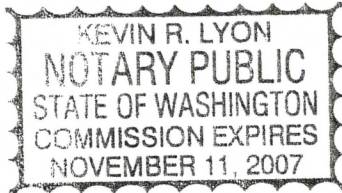
DATE: 1-28-05  for R.A.P.  
SQUAXIN ISLAND TRIBE  
By: Raymond A. Peters  
Its: Executive Director



STATE OF WASHINGTON )  
 ) ss  
County of Mason )

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this \_\_\_\_ day of January, 2005, personally appeared before me Leanora Cruz, known to me to be the individual who executed the above instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above mentioned.

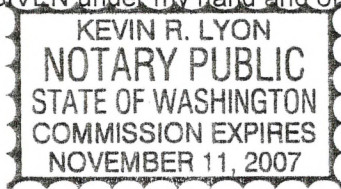


*[Signature]*  
Printed Name: KEVIN R LYON  
Notary Public in and for the State of Washington,  
Residing at: OLYMPIA  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
County of Mason )

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this 26 day of January, 2005, personally appeared before me Beverly Hawks, known to me to be the individual who executed the above instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above mentioned.

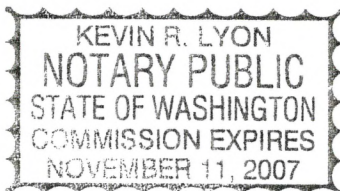


*[Signature]*  
Printed Name: KEVIN LYON  
Notary Public in and for the State of Washington,  
Residing at: OLYMPIA  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
County of Mason )

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this \_\_\_\_ day of January, 2005, personally appeared before me Darrel Krise, known to me to be the individual who executed the above instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above mentioned.

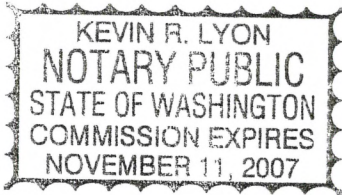


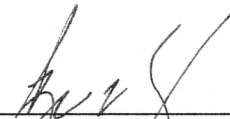
*[Signature]*  
Printed Name: KEVIN R. LYON  
Notary Public in and for the State of Washington,  
Residing at: OLYMPIA  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
County of Mason )

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this \_\_\_\_ day of January, 2005, personally appeared before me John E. Krise, known to me to be the individual who executed the above instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above mentioned.

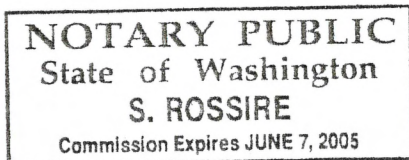


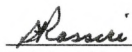
  
Printed Name: KEVIN R LYON  
Notary Public in and for the State of Washington,  
Residing at: OLYMPIA  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
County of Mason )

I, THE UNDERSIGNED, a Notary Public in and for the State of Washington, do hereby certify that on this 29 day of January, 2005, personally appeared before me ~~Raymond A. Peters~~ <sup>KEVIN R. LYON</sup>, known to me to be the individual who executed the above instrument, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes above mentioned.

GIVEN under my hand and official seal the day and year last above mentioned.



  
Printed Name: S. ROSSIRE  
Notary Public in and for the State of Washington,  
Residing at: Sumner  
My Commission expires: June 7, 2005

**Allocation of Sale Proceeds**  
between and among Leanora Cruz, Beverly Hawks,  
Darrel Krise and John E. Krise

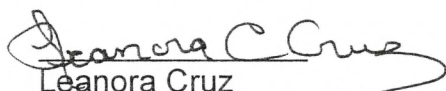
Leanora Cruz, Beverly Hawks, Darrel Krise and John E. Krise, hereafter the Sellers, have asked that the Squaxin Island Tribe advance an additional \$6,000, paid \$2,000 each to Leanora Cruz, Beverly Hawks and Darrel Krise. No advance payment was made to or on behalf of John E. Krise.

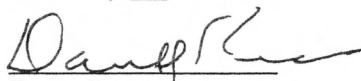
The Sellers will credit the Squaxin Island Tribe, the initial \$1000 advance, and the additional \$6,000 advance, against the purchase price.

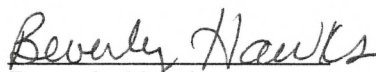
The amount that will be distributed to the Sellers will be determined after crediting the \$7,000 advanced by the Tribe, payment of certain fees and costs as expressed in the Purchase and Sale Agreement, and payment of the balance due on the underlying real estate contract. The Tribe has not yet been provided a statement of those costs by the Mason County Title Company. However, the Tribe has been advised that the underlying real estate contract has a balance of approximately \$8,000.


The proceeds of sale, after the various credits and deductions, will be distributed equally between and among the Sellers.

The Squaxin Island Tribe has no obligation to allocate the proceeds of sale or otherwise resolve or redress any differences that may arise between and among the Sellers.

  
Leanora Cruz  
January \_\_, 2005

  
Darrell Krise  
January \_\_, 2005

  
Beverly Hawks  
January 26, 2005

  
John E. Krise  
January \_\_, 2005