



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 09-77 A

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe ("Tribe" or "Borrower"), 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 is the sole member and owner of Salish Cliffs, LLC, a limited liability company formed under the laws of the Tribe pursuant to Tribe Resolution 09-68 ("LLC"); and

WHEREAS, the LLC and Thurston First Bank ("Bank") have negotiated a loan by which the Bank will provide funds to the LLC for the purpose of constructing and permanently financing an 18 hole, eco-certified golf course known as Salish Cliffs, on 270 acres of Tribe trust land, with related vertical construction consisting of a clubhouse and maintenance outbuilding, at the Little Creek Casino Resort located at 91 W. State Route 108, Shelton, WA 98584 evidenced by the following documents:

1. Construction-Permanent Loan Agreement between Bank and LLC;
2. Promissory Note in the original principal amount of \$11,623,948.00 made by the LLC as Borrower and payable to Bank ("Note");
3. Security Agreement, securing all personal property of the LLC; and

4. Guaranty of the Tribe, guaranteeing all monetary obligations of the LLC to Bank up to 100% of the loan amount; and

collectively ("Loan Documents"); and

WHEREAS, in order to induce Bank to complete this loan and execute the Loan Documents and perform the same it is necessary for the Council to ratify and approve the terms of the Loan Documents and to authorize the Tribe to negotiate and execute the Loan Documents; 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 and the LLC be sued in state, federal and tribal courts pertaining to the transaction; 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 Loan documents and in order that Bank may be assured it may enforce the Loan Documents against the Tribe and the LLC.

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

Section 1. Loan Documents. The terms and conditions of the above-described Loan Documents are hereby authorized and ratified. The Chairman, David Lopeman, or in his absence the Vice-chairman, Arnold Cooper, is hereby authorized to execute and deliver on behalf of the Tribe, the Loan Documents, as well as any non-material revisions of the same prior to their execution as they shall determine, together with any and all other documents, financing statements, 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 related to the transaction described in Section 1 of this Resolution, 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 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.

Section 4. Waiver of Exhaustion of Tribal Remedies. 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 the Loan

Documents 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 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 a defendant), the federal appellate courts, and the Washington state courts of general jurisdiction, including their appellate courts, shall have jurisdiction in any dispute regarding the interpretation or enforcement of the Loan Documents.

Section 6. Waiver of Sovereign Immunity. The Council for itself and on behalf of the Tribe expressly and irrevocably waives the sovereign immunity of the Tribe and the LLC from suit for causes of action by Bank with respect to the obligations and indebtedness evidenced by the Loan Documents and consents to be sued in 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 a defendant), the Washington state courts of general jurisdiction, and the Squaxin Island Tribal Court, to enforce the terms of the Loan Documents, or to compel or enforce arbitration as described below; provided, the waiver of sovereign immunity expressed herein is limited to the Bank and its successors and assigns under the Loan Documents. The Council for itself and on behalf of the Tribe agrees that neither the Tribe nor the LLC will raise sovereign immunity as a defense in any legal action brought by Bank, its successors or assigns, to enforce the terms of the Loan Documents.

Section 7. The Council, for itself and on behalf of the Tribe further agrees as follows:

(a) At the request of the Bank, and at the Bank's sole discretion, any Claim may be resolved by binding arbitration in accordance with the arbitration provisions set forth in the Loan Documents.

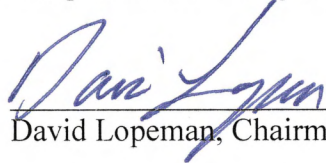
(b) The Council for itself and on behalf of the Tribe further waives any right the Tribe and the LLC may have to a jury trial under any proceeding related to the Loan Documents.

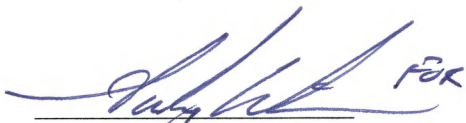
(c) Any judgment rendered against the Tribe under the Tribe's Guaranty shall be enforceable against property owned by Tribe on or off Indian Country.

(d) Any judgment rendered against the LLC under the Loan Documents shall be enforceable against property owned by Tribe on or off Indian Country.

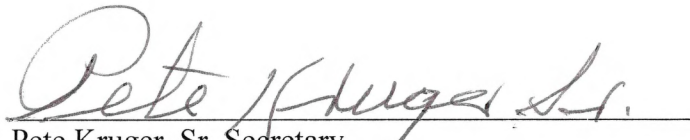
CERTIFICATION

The Squaxin Island Tribe hereby certifies that the foregoing Resolution was adopted at a special meeting of the Squaxin Island Tribal Council on September 17, 2009, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with no abstentions.


David Lopeman, Chairman


Arnold Cooper, Vice Chairman

Attest:


Pete Kruger, Sr. Secretary
Squaxin Island Tribe