



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 23-55
of the
SQUAXIN ISLAND TRIBAL COUNCIL

UMPQUA BANK FINANCING RESOLUTION

WHEREAS, the Squaxin Island Tribe (the "Tribe") is a federally recognized Indian tribe located in Shelton, Washington and organized pursuant to the Constitution and Bylaws of the Tribe; and

WHEREAS, the Squaxin Island Tribal Council (the "Council") is the duly elected governing body of the Tribe by the authority of the Constitution and Bylaws of the Tribe with the duty of protecting the health, security and general welfare of the Tribe and all members of the Tribe; and

WHEREAS, the Tribe desires to obtain commercial credit card services and certain extensions of credit and other credit accommodations related thereto (collectively, the "Financing") from Umpqua Bank ("Umpqua"); and

WHEREAS, the Tribe desires to approve the Financing, the granting of any security interest in any collateral required by Umpqua to secure the Financing, the terms and conditions of any documents evidencing the Financing and the execution and delivery of such documents by the Tribe.

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

1. Incorporation of the Recitals. The recitals are incorporated herein as though fully set forth herein.
2. Authority for Financing. The Financing is hereby approved and the Tribe is authorized to take all actions reasonably necessary or desirable to obtain the Financing from Umpqua.
3. Security. The Tribe is authorized to mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Umpqua any property now or hereafter belonging to the Tribe or in which the Tribe now or hereafter may have an interest as security for the Financing or any other indebtedness of the Tribe to Umpqua at any time owing.
4. Financing Documents. The Tribe is authorized and empowered to cause the preparation, execution, and delivery of and performance under, all documents, instruments, certificates and agreements necessary or desirable to obtain the Financing,

including, without limitation, the Commercial Card Account Agreement and the Tribal Addendum (collectively, the "Financing Documents"), in such form and with such changes, modifications or amendments as agreed to by any authorized representative of the Tribe, which approval shall be deemed conclusively given upon the authorized officers' execution and delivery thereof.

5. Limited Waiver of Sovereign Immunity. The Tribe is authorized and empowered to provide a limited waiver of sovereign immunity, consent to the jurisdiction of state and federal courts, and waive application of the doctrine of exhaustion of tribal remedies as set forth in the Tribal Addendum in substantially the form attached hereto as Exhibit A. Upon execution and delivery of the Financing Documents, the waivers, consents to jurisdiction and dispute resolution provisions contained therein shall be valid, binding, and enforceable and irrevocable.

6. Authorized Officers. The Tribal Administrator, Marvin Campbell, of the Tribe, or in his or her absence, the Chief Financial Officer, Henry Roy, of the Tribe, shall be and hereby is authorized and empowered to execute and deliver on behalf of the Tribe all documents, instruments and agreements, including without limitation the Financing Documents, and to furnish all other materials and to take such further action as may be necessary or appropriate to carry out the foregoing resolutions.

7. Ratification. Any previous negotiation, execution and delivery or furnishing of documents and materials by any manager, officer, staff, agent, or representative of the Tribe or any affiliate thereof to accomplish the intent and purposes of the foregoing resolutions and the transactions contemplated herein are hereby approved, authorized, affirmed, confirmed, and ratified in all respects.

CERTIFICATION

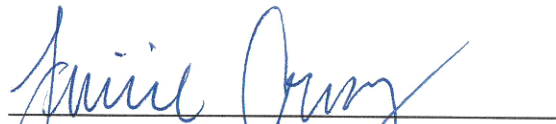
I hereby certify that the foregoing resolutions were adopted at a duly called and noticed meeting of the Squaxin Island Tribal Council held on the 14th day of September, 2023 in Shelton, Washington, with the required quorum present, by a vote of 6 For, 0 Opposed, 0 Abstentions and 0 Absent, and shall remain in full force and effect until rescinded.



Kris Peters, Chairman

Attested by: 

Patrick Braese, Secretary




Jaimie Cruz, Vice Chairman

I hereby further certify that the authorized representatives of the Tribe listed below are duly elected and holding the office shown below and the signatures below are the genuine signatures of such persons.

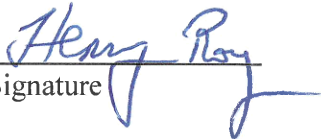
Marvin Campbell
Name

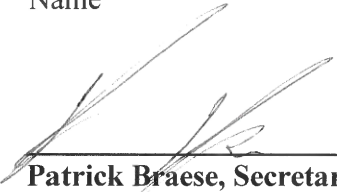
Tribal Administrator
Title


Signature

Henry Roy
Name

Chief Financial Officer
Title


Signature


Patrick Braese, Secretary

Date: 9-14-23

EXHIBIT A

Form of Limited Waiver of Sovereign Immunity

III. **Limited Waiver of Sovereign Immunity; Jurisdiction.** Customer hereby expressly and irrevocably waives its sovereign immunity (and any defense based thereon) from suit, action or proceeding or from any legal process in any forum provided for in this Addendum for the sole and limited purpose of enforcement of the terms of this Addendum, the Agreement and the other Umpqua Documents, provided, however that this waiver does not extend to nor allow any award of punitive or consequential damages against Customer. Customer expressly submits and consents to the jurisdiction of the courts of the State of Washington (including without limitation all courts to which decisions of the courts of the State of Washington may be appealed), the United States District Court for the Western District of Washington (including without limitation all federal courts to which decisions of the United States District Court for the Western District of Washington may be appealed), any state or federal court sitting in the county that any of Umpqua's collateral is located (including, without limitation, all federal and state courts to which decisions of such courts may be appealed), and to any tribal court of Customer. To the extent lawful, Customer expressly waives the application of the doctrine of exhaustion of tribal remedies and any right of comity or abstention with respect to any tribal court of Customer. In any event, no suit, action, proceeding or legal process may be brought in any tribal court of Customer without the prior written consent of Umpqua. The waivers and consents herein shall inure to the benefit of Umpqua and each other person who is entitled to the benefits of this Addendum, the Agreement or the other Umpqua Documents and Umpqua and each other such person shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief. The waivers of sovereign immunity and consents to jurisdiction contained herein are irrevocable.