

SKAGIT RIVER HYDROELECTRIC PROJECT (FERC PROJECT NO. 553)
OFF-LICENSE AGREEMENT BY AND BETWEEN THE SWINOMISH INDIAN
TRIBAL COMMUNITY AND THE CITY OF SEATTLE

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List of Exhibits

Exhibit A	Tribe’s Use of Lands Owned and Managed by Seattle.
Exhibit B	Seattle City Council Ordinance No. _____.
Exhibit C	Swinomish Indian Tribal Community Resolution No. _____.

This Off-License Agreement (“OLA” or “Agreement”) is dated _____ and is by and between the Swinomish Indian Tribal Community (“Tribe” or “Swinomish”) as a sovereign nation with unique rights and interests in the Skagit River watershed, and the City of Seattle, a Washington municipal corporation acting through its City Light department (“Seattle”). The Tribe and Seattle are each referred to individually herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS,

- A. The Swinomish Indian Tribal Community is a federally recognized Indian Tribe and political successor in interest to certain tribes and bands that signed the 1855 Treaty of Point Elliott, which among other things reserved fishing, hunting, and gathering rights and established the Swinomish Reservation on Fidalgo Island in Skagit County, Washington. The Tribe's history, culture, and identity are dependent on the health of the Skagit River and the salmon it supports. Commercial, ceremonial, and subsistence fishing (including shell-fishing) remain a critical part of Swinomish life.
- B. Seattle is the Licensee for the Skagit River Hydroelectric Project, Federal Energy Regulatory Commission ("FERC") Project No. 553 ("Project").
- C. The Project is located on the upper Skagit River in Whatcom, Skagit, and Snohomish counties in Washington State. The Project (which includes the three dams and all associated current and future hydroelectric facilities) is located within the Tribe's adjudicated usual and accustomed fishing areas, which extend throughout the Skagit River watershed to the border with Canada.
- D. The current FERC Project License, issued by FERC on May 16, 1995, was based upon an Offer of Settlement dated April 29, 1991, which included numerous settlement agreements (between Seattle and the Tribe and various other licensing participants) addressing operation and maintenance of the Project during the current FERC Project License.
- E. The current FERC Project License expired on April 30, 2025. On April 28, 2023, Seattle filed a Final License Application with FERC seeking a New License for the continued operation and maintenance of the Project ("New License").
- F. Seattle and the Tribe are among the signatories to the "Settlement Agreement for the Relicensing of the Skagit River Hydroelectric Project" ("Relicensing Settlement Agreement") executed concurrently with this Agreement and made and entered into pursuant to FERC Rule 602, 18 Code of Federal Regulations (CFR) § 385.602.
- G. Seattle and the Tribe are entering into this Agreement as part of the overall settlement process leading to issuance by FERC of a New License for the Project. Seattle acknowledges that the Tribe, as a sovereign Indian nation, has unique rights and interests in the Skagit River watershed, and those interests and rights have been impacted by construction, maintenance, operation, and existence of the Project.
- H. The Parties agree that the Relicensing Settlement Agreement and this Agreement provide significant mitigation for Project effects, and that Seattle and the Tribe have worked together in good faith during negotiations to obtain a result that both Parties believe will provide significant long-term improvement to the health of the Skagit River watershed ecosystem.

- I. Through entry into this Agreement, the Relicensing Settlement Agreement, implementation of the New License, and otherwise, the Tribe and Seattle intend to act as partners and to collaborate to support protecting and restoring fisheries in the Skagit River watershed.

In reliance upon the representations, warranties, covenants, and agreements of each of the Parties as set forth herein, the Parties agree that:

ARTICLE 1 **DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified in this Article 1 unless the context clearly requires otherwise:

- 1.1 “Agreement” has the meaning set forth in the introductory paragraph hereof.
- 1.2 “Applicable Law” means all laws, statutes, rules, regulations, codes, ordinances and other pronouncements having the effect of law of the United States, the Tribe, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any Governmental Authority.
- 1.3 “Claims” means, subject to the Reservation of Rights set forth in Section 3.4, any and all rights, demands, actions, causes of action, suits, judgments, awards, liabilities, obligations, losses, damages, penalties, compensation, costs, attorney fees, or any other expense whatsoever, of whatever kind or nature, incurred by the Tribe (including, but not limited to, claims arising from the Tribe’s Treaty Rights), in law, equity or otherwise, without any limitation as to amount pertaining to the construction, maintenance, operation, and/or existence of the Project that may have occurred in the past or may occur after execution through the term of this Agreement. Notwithstanding, “Claims” shall not be construed to include the following rights, demands, etc.:
 - 1.3.1 Pertaining to the Project arising upon or after expiration or termination of this Agreement.
 - 1.3.2 Arising after execution of this Agreement from a catastrophic event associated with the Project (such as sudden structural failure of a Project dam or event of similar magnitude).
 - 1.3.3 Arising based on additions to or modifications of the Project that are not included in the New License and/or Relicensing Settlement Agreement, except as addressed in Section 5.3 below.
 - 1.3.4 Arising from a new or changed water right application or claim by Seattle, including its City Light department, that is beyond the scope of the water use authorized by the New License.
 - 1.3.5 Enforcement of contractual terms of this Agreement, the Relicensing Settlement Agreement, and any other agreements implementing the New License (for example,

enforcement of contracts entered into for habitat restoration carried out under the New License).

- 1.4 “Current License” means the license issued in 1995 by FERC to Seattle for the continued operation and maintenance of the Project pursuant to Section 15 of the Federal Power Act, 16 USC § 808, including any subsequent annual licenses prior to the New License.
- 1.5 “District Court” means the U.S. District Court for the Western District of Washington.
- 1.6 “Effective Date” shall mean the date upon which FERC’s order issuing a New License becomes a Final Order. If any Party to the FERC proceeding seeks administrative and/or judicial review of the order issuing a New License, the Effective Date shall be the date upon which the completion of the administrative and/or judicial review that will result in the FERC order issuing the New License becoming a Final Order.
- 1.7 “FERC” means the Federal Energy Regulatory Commission.
- 1.8 “FPA” means the Federal Power Act, 16 USC §§ 791a *et seq.*
- 1.9 “Final Order” means an order of any regulatory body having jurisdiction over a matter and for which there is no further opportunity or right for administrative or judicial review of such order.
- 1.10 “Force Majeure” means any cause reasonably beyond a Party’s control, whether unforeseen, foreseen, foreseeable, or unforeseeable, including but not limited to: acts of God, fire, war, insurrection, civil disturbance, explosion; adverse weather conditions that could not be reasonably anticipated causing unusual delay in transportation and/or field work activities; restraint by court order or order of public authority; inability to obtain, after exercise of reasonable diligence and timely submittal of all applicable applications, any necessary authorizations, approvals, permits, or licenses due to action or inaction of any governmental agency or authority; or labor disputes or strikes which are reasonably beyond the control of the Party seeking excuse from performance.
- 1.11 “Governmental Authority” means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, the Tribe, county, city or other political subdivision or similar governing entity.
- 1.12 “NERC” means the North American Electric Reliability Corporation.
- 1.13 “Net Value” is defined in Section 4.1.3.a.
- 1.14 “New License” means the license anticipated to be issued by FERC to Seattle for the continued operation and maintenance of the Project pursuant to Section 15 of the FPA, 16 USC § 808, including any subsequent annual licenses.
- 1.15 “Notice” means a written communication that meets the requirements of Section 12.6.

- 1.16 “Parties” or “Party” means the signatories to this Agreement.
- 1.17 “Person” means any natural person, corporation, general partnership, limited partnership, proprietorship, limited liability company, other business organization, trust, union association, or Governmental Authority.
- 1.18 “Project” means the Skagit River Hydroelectric Project, FERC No. 553.
- 1.19 “Project Boundary” means the boundary for the Project as defined in the New License or later amended by FERC.
- 1.20 “Project Works” is defined by the FPA, 16 USC § 796(12).
- 1.21 “Proposed License Articles” means the proposed license articles set forth in Appendix 1 of the Relicensing Settlement Agreement that the Parties will request FERC include, without material modification, in the New License.
- 1.22 “Relicensing Settlement Agreement” means the Settlement Agreement for the Relicensing of the Skagit River Hydroelectric Project (FERC Project No. 553) dated _____.
- 1.23 “Seattle” means the City of Seattle, Washington, including its City Light department.
- 1.24 “Tribe” means the Swinomish Indian Tribal Community.
- 1.25 “Tribe’s Treaty Rights” means the Tribe’s rights (including any habitat rights based upon the right to take fish) reserved by the Tribe under the Treaty of Point Elliott, Jan. 22, 1855, 12 Stat. 927, ratified Mar. 8, 1859, proclaimed Apr. 11, 1859 and relating to fishing, hunting, or cultural resources affected by the Project. For purposes of this Agreement only, the term “Tribe’s Treaty Rights” does not include the following: the Tribe’s rights to sovereignty, self-determination, and governance of its lands and waters and its members; reserved water rights; and obligations or duties of the United States owed to the Tribe.

ARTICLE 2
SETTLEMENT PURPOSE

The purpose of this Agreement is, upon the Effective Date of this Agreement and except as specified herein, to fully, finally, and irrevocably settle the Claims by the Tribe against Seattle related to the Project that may have arisen in the past, and for the term of this Agreement.

ARTICLE 3
RELEASE OF CLAIMS

- 3.1 Release of Claims. Except for those obligations and rights created by and arising out of this Agreement, in consideration of the compensation stated in Article 4, the Tribe waives, releases and discharges Seattle and its elected and appointed officials, officers, directors, employees, agents, and attorneys from the Claims, as defined in Section 1.3. The Parties

intend and agree that this release and discharge is contingent upon payment of the compensation required by Article 4.

- 3.2 Indemnification. The Tribe agrees to indemnify and hold harmless Seattle and its elected and appointed officials, officers, directors, employees, agents, and attorneys from any Claims by the United States on behalf of the Tribe or by the Tribe’s members asserted against Seattle. However, this section shall not be construed to apply or extend to any exercise of regulatory authority by the United States or any agency or department thereof.
- 3.3 Tucker Act and other Breach of Trust Claims against the United States. The Tribe waives, releases and covenants not to challenge the issuance of the FERC license, the execution of federal trust responsibilities or any other element of federal performance under the Indian Tucker Act (28 USC § 1505) associated with the issuance or existence of the New License pursuant to the FPA or any other federal law that imposes a specific and unambiguous duty upon the United States pertaining to the construction, maintenance, operation, and/or existence of the Project.
- 3.4 Reservation of Rights. By the releases provided in Section 3.1 and 3.3, the Tribe is releasing and discharging Seattle and its elected and appointed officials, officers, directors, employees, agents, and attorneys from the Claims. The Tribe reserves all Claims that it may have against any other Person or their respective heirs, legal representatives, successors, or assigns (except as expressly provided in this Agreement), and any right the Tribe has to proceed against such Person, pertaining to the subject matter of this Agreement.

ARTICLE 4
COMPENSATION TO THE TRIBE

- 4.1 Settlement of Claims. In consideration of the Tribe’s release of Claims, Seattle will provide the following compensation to the Tribe:
 - 4.1.1 Early Compensation upon Execution of the Relicensing Settlement Agreement. Within ninety (90) days after the date of execution of the Relicensing Settlement Agreement by Seattle and the Tribe, Seattle shall pay the Tribe five million five hundred thousand dollars (\$5,500,000) (2025).
 - 4.1.2 Compensation upon Effective Date. Within ninety (90) days after the Effective Date, Seattle shall pay the Tribe eight million dollars (\$8,000,000) (2025).
 - 4.1.3 Annual Payment. Seattle shall provide an annual payment to the Tribe equal to six percent (6%) of the Net Value of the actual electric production from the Project. The Annual Payment shall continue through the term of the New License and any subsequent annual license after the expiration of the New License.
 - a. Annual Payment Calculation. “Net Value” of the electric production from the Project will mean the product of the Project’s actual annual net power generation (gross generation less station service) as reported to FERC in EIA 906 (or a subsequent report) times a three-year (current billing year and the

previous two years) average of the monthly means of the weighted Dow Jones Mid-Columbia Firm Electricity Price Index minus Skagit Project Annual Power Costs. The Dow Jones Mid-Columbia Firm Electricity Price Index will be weighted by averaging the firm heavy load index at 66.7 percent and the firm light load index at 33.3 percent, except for Sundays and NERC holidays. For Sunday and NERC holidays, the Dow Jones 24-hour firm index will be used. In the event Dow Jones Energy Service changes the format of the Dow Jones Mid-Columbia Electricity Price Index or the Index is no longer available, another mutually agreeable price index will be used.

b. Minimum and Maximum Annual Payment Levels.

- i. In the event that 6 percent of the Net Value of the actual electric production from the Project is less than \$1,500,000 for a given year, the annual payments will be \$1,500,000 (2025) for that year.
- ii. In the event that 6 percent of the Net Value of the actual electric production from the Project is greater than \$3,000,000 for a given year, the annual payments shall be \$3,000,000 (2025) for that year. The annual payments shall not exceed \$3,000,000 except as set forth in Section 4.1.3d.
- iii. The minimum and maximum payment levels shall be adjusted for CPI on the Effective Date and adjusted annually thereafter as set forth in Proposed License Article OPS LA-04.
- iv. If a *Force Majeure* occurs that requires unanticipated suspension of the Project's Gorge Development, Diablo Development, or Ross Development operations for longer than thirty (30) days, Seattle's annual payment obligation under section 4.1.3 will be adjusted based on the impact to Net Value of the unanticipated suspension; however, this *Force Majeure* clause expressly does not apply to usual seasonal suspensions of Project or powerhouse operation.

- c. Schedule for Annual Payments. The annual payment for a preceding year shall be made by April 1 of the following year (for example, Seattle shall provide the annual payment for 2030 operations by April 1, 2031). The first annual payment shall be made by April 1 in the year following the Effective Date and will be prorated based upon the number of days remaining in that calendar year after the Effective Date. The last annual payment shall be made by April 1 in the year following the expiration of the New License (including any subsequent annual licenses) and will be prorated based upon the number of days in the calendar year prior to the expiration of the New License (or any subsequent annual licenses). In the event information necessary for the annual payment is not available in time to make the April 1 payment, Seattle shall make its payment based upon a good faith estimate of the payment. Seattle shall reconcile any over- or under- payment at the time of the next scheduled annual payment. Seattle will provide support for the annual payment calculation at the time it

makes the payment. Unless otherwise agreed, the annual payment shall be made by electronic fund transfer using mutually agreed upon procedures.

- d. Fifty-Year Payment Floor. The annual payments over a fifty-year period shall result in at least one hundred million dollars (\$100,000,000) (2025) in total payments to the Tribe over that fifty-year period. Seattle acknowledges that payments pursuant to this Net Value formula in Section 4.1.3 may result in a higher amount being paid over that period. The Parties shall meet and confer starting ten (10) years after the Effective Date and every ten (10) years thereafter to assess whether adjustments to the formula are needed to ensure that the Tribe achieves a minimum payment of one hundred million dollars (\$100,000,000) (2025) in total from the annual payments over the fifty-year period. At the periodic reevaluation meetings, the Parties may increase the maximum annual payment by mutual agreement if circumstances warrant.

- 4.1.4 Cultural Practices. To support the Tribe's implementation of cultural practices and education programs, Seattle shall pay the Tribe two million dollars (\$2,000,000) (2025) within ninety (90) days after the Effective Date, two million dollars (\$2,000,000) (2025) within one year after the Effective Date, and then eleven payments provided annually by that date thereafter to the Tribe of one million dollars (\$1,000,000) (2025) (for a total payment of fifteen million dollars (\$15,000,000) (2025) over a 13-year period).

- 4.1.5 Tribe's Use of Lands Owned and Managed by Seattle.

- a. Within five (5) years of the Effective Date, Seattle shall grant the Tribe a non-exclusive easement for permissive non-possessory use of the Seattle lands identified in Exhibit A, without warranty or guaranty, for the express purpose of hunting, fishing, gathering, and cultural practices, only to the extent that such uses: (i) are consistent with and are expressly subject to existing encumbrances, restrictions, covenants, and any FERC license obligations (including any future license obligations), (ii) are consistent with applicable state, federal, and tribal law, and (iii) are consistent with the habitat conservation purposes that Seattle originally acquired the lands for. The easements are subject to ordinance approval by the Seattle City Council. The Tribe's use shall not interfere with or impair Project purposes or otherwise interfere with Seattle's use of the properties. The Tribe shall release, defend, indemnify and hold Seattle harmless for claims and liabilities arising out of the Tribe's or its members' use of, activities or presence on the easement properties, or for the Tribe's or its members' breach of the easement agreement. The Tribe is expressly prohibited from siting, constructing, or installing any structures on the properties without the written authorization from Seattle. The easements shall run with the land and be perpetual in nature, subject to revocation for breach. Seattle and the Tribe agree to share property management responsibilities and costs, with the Tribe's share of costs proportional to its use of the properties, with such shared management responsibilities and cost share obligations to be memorialized in a written agreement between Seattle and the Tribe, as may be amended from time to time as agreed to by the parties.

- b. Within ten (10) years of the Effective Date, Seattle and Tribe shall meet and confer to determine and identify which of the Seattle City Light owned properties located in the Skagit River watershed that are being managed as Endangered Species Act fish and wildlife mitigation lands, if any, on which Seattle may grant the Tribe a non-exclusive easement for permissive non-possessory use of such Seattle lands and the schedule for providing such easement (subject to, without limitation, the conditions and process described in Section 4.1.5(a)). This determination shall consider the joint interests of the Parties in addressing the Tribe’s cultural interests while providing for efficient and cost-effective management of land.
- 4.2 Sole and Exclusive Means of Compensation. This Agreement provides the sole and exclusive means by which Seattle shall provide compensation to the Tribe or its members for the Claims. For the duration of the New License and any subsequent annual licenses, the Tribe shall not seek in any forum any additional consideration or compensation for the Claims from Seattle other than that consideration and compensation to the Tribe that is expressly provided in this Agreement.
- 4.3 Opportunity to Cure. Before initiating any dispute resolution proceeding pursuant to Section 10.2, pertaining to the timeliness or adequacy of payments provided by Seattle pursuant to Article 4, the Tribe shall provide Seattle with written notice of the alleged deficiency, specifying the claim of breach and the basis of such claim. Seattle shall have a reasonable opportunity, not to exceed sixty (60) days, to cure such deficiency. If, within sixty (60) days after the service of notice, Seattle in good faith disputes in writing that a deficiency has occurred, Seattle may seek resolution of such dispute pursuant to the terms of Section 10.2.
- 4.4 All dollar amounts in this Agreement are stated as of the year 2025 and shall be adjusted according to Proposed License Article OPS LA-04 (Annual CPI Adjustment).

ARTICLE 5

TRIBE SUPPORT FOR NEW LICENSE

- 5.1 Letter of Support. Within thirty (30) days of the date of execution of the Relicensing Settlement Agreement by all Relicensing Settlement Agreement Parties, the Tribe agrees to file a letter notifying FERC of the Tribe’s full support for: (1) FERC’s incorporation, without modification, of the Proposed License Articles into the New License; and (2) FERC’s issuance of the New License. The Tribe will cooperate fully with Seattle to obtain a New License that is consistent with the Relicensing Settlement Agreement. The Tribe agrees that, so long as this Agreement remains in effect, it will refrain from taking any position publicly or privately that indicates Seattle’s application for a New License should be denied, modified, or that the Proposed License Articles are deficient.
- 5.2 Cooperation. Consistent with the Relicensing Settlement Agreement, the Tribe and Seattle will strive to cooperate in the implementation of the Relicensing Settlement Agreement and New License. The Parties recognize that they may disagree on aspects of implementation of the Relicensing Settlement Agreement and the New License, but those

disagreements will be addressed through the dispute resolution procedures established by the New License and Relicensing Settlement Agreement.

- 5.3 Additional Measures. The Tribe further agrees not to oppose Seattle in its pursuit of regulatory approval for certain measures to enhance power production at the Project, provided that the measures do not pose the risk of significant adverse impacts to the Tribe’s Treaty Rights (as determined by the Tribe), and provided further that Seattle has previously consulted with the Tribe and made good faith efforts to fully address all issues raised by the Tribe.
- 5.4 Legal Defense. The Parties acknowledge that it may be necessary to defend the New License in legal proceedings, including before FERC, an administrative law judge, or in federal court. The Parties agree that if such an appeal or challenge is filed, the Parties will promptly meet and confer regarding shared defense strategies and potential cost reimbursement to the Tribe for such defense.

ARTICLE 6

GENERAL GOVERNMENTAL DISPUTE RESOLUTION PROCESS

- 6.1 Liaisons. Seattle and the Tribe agree to appoint regularly, as a part of their respective governmental administrations, Tribal-Seattle liaisons who are to serve as the initial point of contact between the Parties when either wishes to consult on matters of concern related to the implementation of this Agreement.
- 6.2 Annual Meetings. The Parties agree to meet at least annually to identify and discuss matters of concern related to this Agreement. The primary purposes of such meetings will be to further mutually beneficial collaboration and to address concerns before they rise to the level of a dispute.

ARTICLE 7

ADDITIONAL COVENANTS BY PARTIES

- 7.1 Culture and Education. Seattle acknowledges that the Tribe has an important role in the culture and history of the Skagit River watershed. Seattle and the Tribe shall coordinate to help perpetuate the Tribe’s cultural connection to the watershed, as follows:
 - 7.1.1 Subject to obtaining any necessary approval by the National Park Service and FERC, Seattle shall facilitate and fund the Tribe’s exclusive use of the Environmental Learning Center for at least seven (7) days each year beginning in 2026, at a time to be determined by mutual agreement between Seattle, the operator of the Environmental Learning Center, and the Tribe.
 - 7.1.2 Subject to obtaining any necessary approval by the NPS and FERC, Seattle shall facilitate and fund an annual outdoor 3-day program, consistent with standard programming developed and implemented by the operator, open to youth members of the Tribe, the Upper Skagit Indian Tribe, and the Sauk-Suiattle Indian Tribe at the North Cascades Outdoor School Learning Center (also known as the Environmental Learning Center). The program shall be developed in coordination

with the Tribe, and the Upper Skagit Indian Tribe and Sauk-Suiattle Indian Tribe to the extent those Tribes wish to participate. The Parties anticipate initiating this program within two (2) years of issuance of the New License or sooner.

7.2 Employment and Opportunities. Seattle and the Tribe shall coordinate to provide opportunities for Tribal members to obtain employment at Seattle City Light and to pursue careers in renewable energy fields, and Seattle shall make good faith best efforts to provide training and employment opportunities for Tribal members. The Parties acknowledge and agree that the commitments of Seattle under this section must be implemented consistent with any and all applicable federal, state, or local law, collective bargaining agreements, and City-wide employment policies, and Seattle is not required to violate such laws, agreements or policies in order to implement this Agreement. In furtherance of those purposes, within one (1) year after execution of this Agreement, Seattle and the Tribe shall develop and agree to a career development plan, which will be periodically updated as appropriate and include at a minimum the following measures:

7.2.1 At least one annual career event and information distribution to educate Tribal members on jobs at Seattle City Light, including role, job description, potential career pathway, and requisite education and training.

7.2.2 Job shadowing opportunities.

7.2.3 Pre-apprenticeship program with hands-on training in essential skills and a pathway to employment where available.

7.2.4 Apprenticeship program.

7.3 Technical Assistance. Upon reasonable request, Seattle shall provide a reasonable level of technical assistance from Seattle’s existing energy efficiency program to the Tribe with efforts to increase energy efficiency on the Tribe’s Reservation.

7.4 Shared Benefit of New License. Seattle acknowledges that during the relicensing process, the Tribe advocated for important prevention, mitigation and enhancement measures, and that the Relicensing Settlement Agreement provides important benefits to the Tribe. The Parties share an interest in protecting and promoting the certainty and benefits provided by the Relicensing Settlement Agreement.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant as follows:

8.1 Authority of Seattle. Seattle has full power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Seattle of this Agreement, and the performance by Seattle of its obligations hereunder have been duly and validly authorized by the City of Seattle’s Mayor and Seattle City Council. This Agreement has been duly and validly executed and delivered by Seattle and constitutes legal, valid, and binding

obligations of Seattle, enforceable against Seattle in accordance with the terms. The Mayor and Seattle City Council's approval and authorization of this Agreement shall be conclusively evidenced by an effective ordinance of the Seattle City Council. A copy of that ordinance is attached as Exhibit B to this Agreement.

- 8.2 Authority of the Tribe. The Tribe has full power to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by the Tribe of this Agreement, and the performance by the Tribe of its obligations hereunder, have been duly and validly authorized by the Tribe's Senate and no other tribal action on the part of the Tribe is necessary. The Tribe's Senate approval and authorization of this Agreement shall be conclusively evidenced by a written, certified, and signed resolution of the Tribe's Senate. This Agreement constitutes legal, valid, and binding obligations of the Tribe, enforceable against the Tribe in accordance with its terms. A copy of that resolution is attached as Exhibit C to this Agreement.

ARTICLE 9

EFFECTIVE DATE AND TERMINATION

- 9.1 Effective Date. This Agreement and the contractual obligations of the Parties shall be effective upon the Effective Date, except as expressly provided in Article 4.1.1, Article 5, Article 7.1.1, Article 8, and Article 9. Until the Effective Date, there shall be no liability or obligation on the part of any Party (or any of their respective elected and appointed officials, officers, directors, employees, agents, and attorneys), except as expressly provided in Article 4.1.1, Article 5, Article 8, and Article 9. Notwithstanding, the Parties acknowledge that the Tribe and Seattle will voluntarily begin to implement the covenants described in Article 6, Article 7.1.2, and Articles 7.2, and 7.3 upon execution of this Agreement.
- 9.2 Effect of Any Failure of FERC to Issue a New License to Seattle. This Agreement shall have no effect in the event that FERC declines or fails to issue Seattle a New License, and such determination becomes a Final Order. In the event that FERC declines to issue Seattle a New License, and such determination becomes a Final Order, the Parties will meet on a government-to-government basis to negotiate a new agreement.
- 9.3 Effect of Application for Surrender or Notice of Intent to Decommission Prior to Effective Date.
- 9.3.1 If, prior to the Effective Date, Seattle files an Application for Surrender pursuant to 18 CFR § 6.1 with FERC or files an irrevocable notification with FERC that it declines to accept the New License and will decommission the Project and cease generation, the Effective Date shall be stayed. In such event, the Parties shall meet in good faith on a government-to-government basis to consider whether Seattle should provide compensation to the Tribe pending FERC's consideration of the Application for Surrender.

9.3.2 If, following Seattle's timely filing of an Application for Surrender or an irrevocable notification of intent to decommission pursuant to Section 9.3.1 above: (i) Seattle withdraws the Application for Surrender or notification described in Section 9.3.1 above, or (ii) FERC denies or rejects the Application for Surrender or notification described in Section 9.3.1 above, this Agreement shall commence upon the Effective Date.

9.4 Termination. This Agreement may only be terminated as set forth in this Section 9.4. Prior to any termination, the Parties must provide notice and engage in the dispute resolution procedures set forth in Section 10.2.

9.4.1 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written consent of Seattle and the Tribe.

9.4.2 Surrender and Decommissioning. This Agreement may be terminated by Seattle, in its sole discretion, if, subsequent to the Effective Date of this Agreement, Seattle obtains from FERC a Final Order for Surrender and Decommissioning of the Project and FERC's regional engineer verifies that the Project facilities have been decommissioned in accordance with the Surrender Order.

9.4.3 Force Majeure. This Agreement may be terminated by Seattle, in its sole discretion, if subsequent to the Effective Date of this Agreement, a *Force Majeure* permanently prevents the continued operation of, and requires decommissioning of, the Project's Gorge Development, Diablo Development, or Ross Development.

9.4.4 Relicensing Settlement Agreement. This Agreement may be terminated by either Party, in its sole discretion, if FERC issues a Final Order that includes a Material Modification (as defined by the Relicensing Settlement Agreement) and results in (1) either Party withdrawing from the Relicensing Settlement Agreement or (2) the termination of the Relicensing Settlement Agreement.

- a. If the Relicensing Settlement Agreement is terminated, as part of the dispute resolution prior to termination of this Agreement, Seattle and the Tribe will engage in good-faith negotiations to: (i) develop reasonable and appropriate adjustments to this Agreement given the changed circumstances, and (ii) collaborate to continue implementation of essential elements of the Relicensing Settlement Agreement to the extent consistent with Seattle's authorities and applicable law.

9.4.5 Parties' Actions upon Termination. Upon termination, this Agreement shall become null and void, and there shall be no liability or obligation on the part of any Party (or any of their respective elected and appointed officials, officers, directors, employees, agents and attorneys). Specifically, Seattle shall be under no obligation to continue the compensation specified within Section 4.1.3 in the event of termination. In the event of termination, the Tribe's Release of Claims in Article 3 of this Agreement shall be null and void as of the date of termination. All payments

and transfers of land completed under this Agreement prior to termination are final and not subject to or affected by this Section 9.4.5.

ARTICLE 10
LIMITED WAIVER OF IMMUNITY; DISPUTES

10.1 Limited Waiver of Immunity.

10.1.1 Acknowledgement. The Tribe acknowledges and agrees that in entering into this Agreement, it may incur obligations to Seattle, and Seattle's successors and assigns, and may become liable to these parties for specific performance of the Tribe's obligations under this Agreement. The Tribe further acknowledges that Seattle would not enter into this Agreement with the Tribe if the Tribe could defeat enforcement against it of the contractual rights granted to Seattle by claiming sovereign immunity from any action brought against the Tribe by Seattle arising from this Agreement. The Tribe shall formalize the acknowledgement of these obligations through written resolution by the Tribe's Senate. A copy of the Tribe's resolution is attached as Exhibit C to this Agreement.

10.1.2 Limited Waiver of Immunity. Nothing in this Agreement shall be deemed to be a waiver of the Tribe's sovereign immunity except as expressly provided in this Article 10. The Tribe hereby waives its sovereign immunity only with regard to dispute resolution or judicial proceedings as described in this Article 10. This limited waiver is applicable solely to claims by Seattle or its successors in interest, and not to Claims by any other Person whatsoever. This waiver does not extend to proceedings in any other forum or regarding any other matter.

10.2 Dispute Resolution between the Tribe and Seattle.

10.2.1 Government-to-Government Consultation. In the event that any dispute arises relating to this Agreement, or any activities undertaken pursuant to this Agreement, the aggrieved Party shall provide written notice explaining to the other Party of the basis for the dispute and allow at least sixty (60) days for the Parties to meet and confer in good faith to attempt to resolve the dispute among themselves.

10.2.2 Mediation. If the government-to-government consultation under Section 10.2.1 does not resolve the dispute within sixty (60) days, and either Party wishes to pursue further dispute resolution proceedings, the aggrieved Party shall provide written notice of its demand for mediation within thirty (30) days following expiration of the 60-day period for government-to-government consultation. The Tribe and Seattle agree to cooperate and act in good faith to appoint the mediator and to attempt to resolve all matters in dispute with the assistance of the mediator. The Parties shall share the costs of the mediator equally unless there is an alternate agreement among the Parties. The Parties and mediator shall attempt to complete the mediation within sixty (60) days of the written demand for mediation, but this period may be extended for a mutually agreed upon amount of time upon the request of either Party. In the event that resolution cannot be reached within the

sixty (60) day mediation period or a mediation period otherwise agreed to by the Parties, then either Party may seek remedy for alleged violations as described in this Agreement. Mediation is not mandatory where the aggrieved Party certifies in good faith that: (i) the other Party refused to engage in good faith government-to-government consultations; (ii) preliminary or temporary injunctive relief is necessary; or (iii) a limitations period or a similar period affecting substantial rights of a Party would have run if mediation took place.

10.2.3 Confidentiality of Dispute Resolution Proceedings. To the extent permitted by applicable law, all offers, promises, preliminary agreements, conduct and statements, whether oral or written, made in the course of the good faith government-to-government consultations or mediation by any of the Parties, their elected or appointed officials, officers, agents, employees, experts and attorneys, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the good faith negotiations or mediation.

10.3 Litigation. If good faith government-to-government consultation and mediation do not resolve the dispute, either Party may bring Claims to enforce the terms of this Agreement, other than Article 6 and Article 7, by filing litigation in the United States District Court for the Western District of Washington, Seattle Division (“Court”). Each Party consents to personal and subject matter jurisdiction of the Court. In the event that the Court declines for any reason to hear the case, either Party may bring Claims to enforce the terms of this Agreement, other than Article 6 and Article 7, by filing litigation in the Whatcom County Superior Court or King County Superior Court. In such event, each Party consents to personal and subject matter jurisdiction of the Court. For any dispute arising under Article 6 and Article 7, the dispute resolution processes set forth in Article 10.2 apply, and notwithstanding any contrary provision in Article 10.2.2, good faith participation in mediation is mandatory and the cost of the mediator shall be split equally between the Parties.

ARTICLE 11 **REMEDIES**

11.1 No Party shall seek relief in any forum for breach of this Agreement unless and until the requirements of Section 10.2.2 have been met. If dispute resolution is not successful, either Party may seek enforcement of the terms of this Agreement as provided in Article 10.

ARTICLE 12 **MISCELLANEOUS**

12.1 No Changes to Existing Contracts. This Agreement is separate from and independent of other contracts and agreements among the Parties and does not change any rights or obligations under previously executed contracts or agreements between the Parties except as provided herein.

- 12.2 Further Assurances. Subject to the terms and conditions of this Agreement, Seattle and the Tribe shall each use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper and advisable under Applicable Law to consummate and make effective this Agreement. From time to time after the date hereof, whether prior to or after the Effective Date, and without further consideration, Seattle and the Tribe shall, each at its own expense, execute and deliver such documents, and provide such information, to the other as such Party may reasonably request in order to accomplish, consummate, and perform their respective obligations under this Agreement.
- 12.3 Jurisdiction of the Tribe. Seattle does not consent to jurisdiction of the Tribe (including tribal court jurisdiction) related to enforcement of this Agreement and Seattle's entry into the Agreement shall not be deemed to give rise to a consensual relationship that would establish the jurisdiction of the Tribe (including tribal court jurisdiction) over Seattle's activities.
- 12.4 Agreement Rights Attached to the Land. It is understood and agreed that this Agreement shall be binding upon the successors and assigns of Seattle as an owner and licensee of the Project and attach to the land and shall be binding upon the successors in interest of Seattle. It is understood and agreed that the rights, duties, and obligations set forth in this Agreement shall run with the Project ownership and FERC license. In the event the Project is sold, transferred, or conveyed by Seattle, then the obligations of Seattle to the Tribe shall cease and terminate as to such facilities and become an obligation of the successor in interest of Seattle as to the respective facilities herein described.
- 12.5 Successors and Assigns. This Agreement shall apply to, and be binding on, and inure to the benefit of the Parties and their successors and assigns. The assigning Party shall provide notice to the other Party at least sixty (60) days prior to the proposed effective date of a transfer or assignment.
- 12.6 Means of Notification. Unless otherwise provided herein, any notice, demand or request provided for in this Agreement by either Party shall be in writing and shall either be delivered in person or by email to the contact person's email listed below with telephonic confirmation. Notice delivered in person shall be deemed to have been properly given and received on the date delivered, so long as delivered during normal business hours. Notice delivered by email is complete on transmission when made prior to 5:00 p.m. pacific time (PT) on a business day. Notice delivered by email transmitted on a Saturday, Sunday, holiday, or after 5:00 p.m. PT on any other day shall be deemed complete at 9:00 a.m. PT on the first business day thereafter.

To the Swinomish Indian Tribal Community:

Steve Edwards, Chairman
Email: sedwards@swinomish.nsn.us
Phone: (360) 466-3163

With cc to:

Emily Haley, General Counsel
Email: ehaley@swinomish.nsn.us
Phone: 360-466-7248

Amy Trainer, Director of Environmental Policy.
Email: atrainier@swinomish.nsn.us
Phone: 360-399-5804

To City of Seattle:

General Manager/Chief Executive Officer
Seattle City Light
Email:
Phone: 206-684-3500

With cc to:

Stephen Karbowski, Assistant City Attorney
Seattle City Attorney's Office
Phone: 206-684-8245
Email: stephen.karbowski@seattle.gov

Notification of changes in the contact person must be made in writing and delivered to the other contact person.

12.6.1 Effective Time. Notice given pursuant to this Section 12.6 shall be effective upon actual receipt by the receiving Party.

12.7 No Consequential, Incidental, Indirect, Exemplary, or Punitive Damages. The Tribe and Seattle desire to minimize, to the extent possible, the potential for future disagreements between them with respect to the Project from matters arising under this Agreement. The Tribe and Seattle also recognize the magnitude of the potential consequential, incidental, indirect, exemplary, or punitive damages that might arise from this Agreement and desire to eliminate the risks each might face were such categories of damages included as Remedies available under Article 12. For these reasons, the Tribe and Seattle agree to the limitations as provided below:

12.7.1 Contracts. The Tribe and Seattle agree that for any Claim arising from a theory based on contract law, in no event shall either the Tribe or Seattle be liable to each other hereunder for any consequential, punitive, exemplary, incidental, or indirect losses or damages under or in respect of this Agreement.

12.7.2 Torts. The Tribe and Seattle agree that for any Claim arising from a theory based on tort law, in no event shall either the Tribe or Seattle be liable to each other hereunder for any consequential, punitive, exemplary, incidental, or indirect losses or damages under or in respect of this Agreement.

- 12.8 Severability. If under any present or future law any provision of this Agreement is held to be illegal, invalid, or unenforceable and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby: (1) such provision will be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part thereof; and (3) the remaining provisions of this Agreement shall remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. If any provision is deemed illegal, invalid, or unenforceable, the Parties shall engage in good faith negotiations in an attempt to modify the Agreement to provide each Party with the anticipated benefit of the provision.
- 12.9 Waivers. Except as otherwise provided herein, no provision of this Agreement may be waived except in writing. No failure by any Party to exercise, and no delay in exercising, short of the statutory period, any right, power, or remedy under this Agreement shall operate as a waiver thereof. Any waiver at any time by a Party of its right with respect to a default under this Agreement, or with respect to any other matter arising in connection therewith, shall not be deemed a waiver with respect to any subsequent default or matter.
- 12.10 No Third-Party Beneficiaries. None of the promises, rights, or obligations contained in this Agreement shall inure to the benefit of any Person or entity not a Party to this Agreement; and no action may be commenced or prosecuted against any Party by any third party claiming to be a third-party beneficiary of this Agreement or the transactions contemplated hereby.
- 12.11 No Reliance. Each Party acknowledges that in entering into this Agreement, it has not relied on any statement, representation, or promise of the other Party or any other Person or entity, except as expressly stated in this Agreement.
- 12.12 Headings. The headings used for the sections herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement.
- 12.13 Interpretations. In this Agreement, unless a clear contrary intention appears: (i) the singular number includes the plural number and vice versa; (ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity; (iii) reference to any agreement (including this Agreement), document or instrument means such agreement, document, or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (iv) reference to any Article, Section, Schedule, or Exhibit means such Article, Section, Schedule, or Exhibit to this Agreement, and references in any Article, Section, Schedule, Exhibit, or definition to any clause means such clause of such Article, Section, Schedule, Exhibit, or definition; (v) "hereunder," "hereof," "hereto," "herein" and words of similar import are references to this Agreement as a whole and not to any particular section or other provision unless specifically stated; (vi) relative to the determination of any period of time "from" means "from and including," "to" means "to but excluding" and "through" means "through and including;" (vii) "including" (and with

correlative meaning “include”) means including without limiting the generality of any description preceding such term; and (viii) reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

- 12.14 Entire Agreement. Except as provided by future agreements between the Tribe and Seattle pertaining to the Tribe’s access to Project lands and other implementing agreements (i.e., job training program), this Agreement (and its Exhibits) between Seattle and the Tribe constitutes the complete and entire expression of agreement between the Parties and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, and communications, whether written or oral, which may have been made in connection with the subject matter of this Agreement. Any such representations or claims are hereby disclaimed. This Agreement may be signed in counterparts.
- 12.15 Term. This Agreement shall commence on the Effective Date and shall continue through the term of the New License, which will be defined conclusively in the FERC order issuing the New License, and any subsequent annual licenses after expiration of New License.
- 12.16 Governing Law. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the substantive law of contracts of the State of Washington (without reference to any principles of conflicts of laws). The scope and effect of the Limited Waiver of Sovereign Immunity pursuant to Section 10.1.2 and the Tribe’s Treaty Rights shall be governed by, construed, and interpreted in accordance with federal law. Interpretations of the FPA or other federal law will be governed by federal law when implementation of this Agreement requires interpretation of such applicable federal laws. Interpretations of Seattle’s enabling authorities shall be governed by, construed, and interpreted in accordance with the laws of the State of Washington.
- 12.17 Non-Admission. This Agreement shall not constitute an admission or evidence of any fact, wrongdoing, misconduct, or liability on the part of Seattle and its elected and appointed officials, officers, directors, employees, agents, and attorneys.
- 12.18 Water Rights. Nothing in this Agreement is intended to, or shall be construed to, modify or alter either the Tribe’s reserved water rights or Seattle’s water rights, whether or not such water rights have been adjudicated, certificated, quantified or otherwise formally recognized or confirmed. Notwithstanding, in the event that Seattle’s water rights are determined through a legislative or adjudicative process, the Tribe agrees to forebear any right to assert a claim or otherwise take a position on those water rights in a manner inconsistent with the flow regime established by FERC during the term of this Agreement. In the event that the Tribe’s water rights are determined through a legislative or adjudicative process, Seattle agrees to forebear any right to assert a claim or otherwise take a position on those water rights so long as the asserted rights are not inconsistent with the flow regime established by FERC during the term of this Agreement.
- 12.19 No Effect on the Parties’ Participation in FERC Proceedings. Except as pertaining to the Claims released by the Tribe pursuant to Article 3 and support by the Tribe in Article 5,

nothing in this Agreement is intended or shall be construed to limit or otherwise restrict the Parties' participation in any FERC proceedings so long as such participation is consistent with the Relicensing Settlement Agreement.

IN WITNESS WHEREOF, having read and intending to be bound by the provisions of this Agreement, the Parties have executed this Agreement as of the date first above written.

SWINOMISH INDIAN TRIBAL COMMUNITY

By: Steve Edwards Date: 2/11/26
Steve Edwards, Chairman

Approved as to Form and Legality

By:  Date: 2/12/2026
Emily Haley, General Counsel

CITY OF SEATTLE

By: _____ Date: _____
General Manager/Chief Executive Officer

Print Name: _____

Approved as to Form and Legality

By: _____ Date: _____
Seattle City Attorney

Print Name: _____

EXHIBIT A

TRIBE'S USE OF LANDS OWNED AND MANAGED BY SEATTLE

OFF-LICENSE AGREEMENT BY AND BETWEEN THE SWINOMISH INDIAN TRIBAL COMMUNITY AND THE CITY OF SEATTLE

EXHIBIT A

OFF-LICENSE AGREEMENT SECTION 4.1.5.a USE EASEMENT LANDS

Property	Tax Parcel Numbers
Boulder Creek	46230, 46247, 46257, 46314
Lower Finney	44080, 44107
Rockport/Johnson	44646, 44686, 108130
Whitmore (a.k.a. Tank Creek)	38951, 38952, 38985, 38995, 38998, 39012, 39021, 39022, 39023, 41569
Jones Creek	40827, 40828, 101668
Cumberland Creek	41167, 41168, 41865
Gilligan Creek, Anderson Creek and Ross Island Slough	Gilligan: 40234, 40235, 40683, 40305 40306 Ross: 130015, 40236, 40237, 40238 Anderson Creek: 40243, 40228, 40227, 40180, 40239, 122580, 40185
Diobsud Creek and Creek Mouth	51903, 51905, 51976, 51977
Upper Day Slough/Lyman Ferry	41756, 41757, 41751

EXHIBIT B

SEATTLE CITY COUNCIL ORDINANCE

[Placeholder]

EXHIBIT C

SWINOMISH INDIAN TRIBAL COMMUNITY RESOLUTION

**SWINOMISH INDIAN TRIBAL COMMUNITY
SWINOMISH INDIAN RESERVATION**

RESOLUTION NO. 2026-02- 139

A Resolution Approving the Off License Agreement between Seattle City Light and the Tribe for the Federal Relicensing of the Seattle City Light Hydroelectric Dams on the Skagit River

WHEREAS, the Swinomish Indian Tribal Community (the “Tribe”) is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 5123); and

WHEREAS, the Tribe is organized under a constitution and bylaws originally ratified by the Tribe on November 16, 1935, and approved by the Secretary of the Interior on January 27, 1936, and as most recently amended and ratified by the Tribe on May 23, 2017 and approved by the Secretary of the Interior on July 7, 2017; and

WHEREAS, Swinomish Indian Senate (the “Senate”) is the duly enacted governing body of the Swinomish Indian Tribal Community and exercises governmental authority over all lands and waters within the Swinomish Indian Reservation; and

WHEREAS, the Skagit River is the only river in the continental United States that still has wild populations of all five salmon species, as well as anadromous bull trout and steelhead, spawning in its waters, the Tribe has adjudicated Treaty Rights to the entire Skagit River watershed, and the Tribe is a leader in protecting and restoring the habitat that ESA-listed Chinook salmon, bull trout and steelhead need to recover; and

WHEREAS, over one hundred years ago, the City of Seattle, through its municipal utility Seattle City Light (“City Light”) began construction of three hydroelectric dams starting around river mile 97 on the mainstem of the Skagit River (the “Project”) for the purposes of flood control and electric power production, with the final dam completed in 1961; and

WHEREAS, the Federal Energy Regulatory Commission (“FERC”) has jurisdiction over the Project through its regulatory authority to implement the Federal Power Act (the “Act”), 16 U.S.C. 1691 *et seq.*, and FERC issued a 30-year license to operate the Project to City Light in 1995 that expired on April 30, 2025, and City Light has been engaged in confidential comprehensive settlement negotiations for a new FERC license since 2018 with state and federal agencies, tribes, including Swinomish, and other governmental and non-governmental entities to secure a new 50-year license to operate the Project, and City Light has been engaged in

confidential negotiations to secure an off license agreement with the Tribe since 2022; and

WHEREAS, City Light has acknowledged that the Tribe, as a sovereign Indian nation, has unique rights and interests in the Skagit Watershed which have been adversely impacted by the construction, maintenance, operation, and existence of the Project for the past one hundred years and will be adversely impacted for the next license term of 50 years; and

WHEREAS, the purpose of the off-license agreement is to fully settle certain claims by the Tribe against City Light related to the Project that may have arisen in the past, and for the duration of the off-license agreement, as part of the overall comprehensive settlement process leading to issuance by FERC of a new 50-year license for the Project; and

WHEREAS, the compensation and other benefits provided through the off-license agreement cannot and does not in any way make up for the level of harm the Project has caused and will continue to cause to the Tribe's rights and interests, including but not limited to reduced treaty harvest of fish and wildlife, loss of access to traditional fishing places, loss of access to hunting areas on open and unclaimed lands, reduction or destruction of the quantity and quality of habitat necessary for fish and wildlife, and loss of access to places of cultural and spiritual importance to the Tribe or its members; and

WHEREAS, the off-license agreement provides compensation and other benefits to the Tribe in exchange for the Tribe's waiver of certain claims against City Light related to the Project; and

WHEREAS, the Senate acknowledges that the off-license agreement includes a limited waiver of sovereign immunity, and states that the Tribe shall formalize the acknowledgement of these obligations through written resolution by the Tribe's Senate; and

WHEREAS, the Senate finds that accepting and signing the off-license agreement with City Light is in the best interests of the Tribe for current and future generations;

WHEREAS, the Senate is authorized to take this action pursuant to Article VI, Section 1(a), (f), (l), and (q), Section 4, and Section 5(b) of the Constitution of the Tribe approved January 27, 1936, as amended and pursuant to the inherent authority of the Swinomish Indian Tribal Community, NOW THEREFORE,

BE IT RESOLVED BY THE SWINOMISH INDIAN SENATE that the off-license agreement with City Light is hereby approved with or without any changes approved by the Office of Tribal Attorney; and

BE IT FURTHER RESOLVED BY THE SWINOMISH INDIAN SENATE that the Chairman of the Swinomish Senate or his designee(s) is hereby authorized to execute the off-

license agreement with or without changes approved by the Office of Tribal Attorney and to take, including the limited waiver of sovereign immunity set forth in Article 10 of the off-license agreement, and direct Tribal staff or representatives to take, such further action as may be needed to carry out the terms of this Resolution; and

BE IT FURTHER RESOLVED BY THE SWINOMISH INDIAN SENATE that the Senate and Tribal staff and representatives engaged on this matter will continue to adhere to applicable confidentiality provisions, including by keeping the contents of the off-license agreement confidential, until authorized to release information by the Chairman or the Office of Tribal Attorney.



Steve Edwards, Chairman
Swinomish Indian Senate

CERTIFICATION

As Secretary of the Swinomish Indian Senate, I hereby certify that the foregoing Resolution was approved at a Bi-Weekly Meeting of the Swinomish Indian Senate held on February 18, 2026 at which time a quorum was present and the resolution was passed by a vote of 8 FOR, 0 AGAINST, and 0 ABSTENTIONS.



Rodney John, Secretary
Swinomish Indian Senate