EXECUTIVE COUNCIL OF THE
CENTRAL COUNCIL OF THE TLINGIT & HAIDA INDIAN TRIBES OF ALASKA

Resolution EC 26-119

Title: Limited Waiver of Sovereign Immunity Related to Employing Alaska Escrow and Title Insurance Agency, Inc. and Stewart Title Guaranty Company for the Acquisition of Property in Craig, Alaska

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally recognized tribe with more than 38,000 citizens; and

WHEREAS, pursuant to the Tlingit & Haida Constitution, the Executive Council is the governing body of Tlingit & Haida when the Tribal Assembly is not in session; and

WHEREAS, the Tribal Assembly is not in session; and

WHEREAS, Tlingit & Haida wishes to employ Alaska Escrow and Title Insurance Agency, Inc. and Stewart Title Guaranty Company for the purpose of performing certain title and escrow services, including providing title insurance, in connection with the purchase of property located at Lot 63A, Craig, Alaska (the "Property"), which will allow Tlingit & Haida to pursue developments for Tidal Network; and

WHEREAS, Alaska Escrow and Title Insurance Agency, Inc. and Stewart Title Guaranty Company require a limited waiver of sovereign immunity in order to provide such services; and

WHEREAS, Article V, Section 4(a)(2) of Tlingit & Haida's constitution states that waivers of sovereign immunity are "disfavored" and are only to be granted when it is "necessary to secure a substantial advantage or benefit to Tlingit & Haida;"

NOW THEREFORE BE IT RESOLVED, that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby determines that the Limited Waiver as described below is necessary to secure a substantial benefit to Tlingit & Haida by employing Alaska Escrow and Title Insurance Agency, Inc. and Stewart Title Guaranty Company to effectuate the provision of title insurance services; and

BE IT FURTHER RESOLVED, that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby irrevocably waives its sovereign immunity (and any defense based thereon) from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to the judgment, attachment in aid of execution, execution, exercise of contempt powers or otherwise) in any form for the sole purpose of enforcing the terms of this Agreement, the Reports, the Policies and the Escrow (including all documents involved in the Escrow) and Alaska Escrow and Title Insurance Agency, Inc. and Stewart Title Guaranty Company shall, with respect thereto, have all available legal and equitable remedies, including, without limitation, the right to specific performance, money damages and/or injunctive and declaratory relief and Tlingit & Haida expressly consents to the exercise of such jurisdiction over such action and over Tlingit & Haida by the courts of the State of Alaska, and the courts of any other state or of the United States that may have jurisdiction over the subject matter, and such waiver from Tlingit & Haida shall be subject to the following limitations:

1. This Limited Waiver shall be enforceable only during the use of Alaska Escrow and Title Insurance Agency, Inc. and Stewart Title Guaranty Company's services performing certain title and escrow services referenced herein and for as long as the policy of title insurance issued to the Tribe is in effect;

2. This Limited Waiver is solely in favor of Alaska Escrow and Title Insurance Agency, Inc. and Stewart Title Guaranty Company and shall not extend to any other person, agency, or entity;

3. This Limited Waiver does not waive the sovereign immunity of Tlingit & Haida's employees, officers, agents, citizens, and Community Councils;

4. This Limited Waiver is not to be construed as a waiver of or consent to the attachment, execution, levy, encumbrance, or other judicial process upon:

    a. any real property, or interest in any real property, of Tlingit & Haida or its sub-entities, whether held in fee, in trust for the benefit of Tlingit & Haida or any tribal citizen by the United States, or as restricted fee simple land; or

    b. any federal, state, or grant funds held, or to be received, by Tlingit & Haida, in trust or otherwise;

5. This Limited Waiver does not entitle or authorize Alaska Escrow and Title Insurance Agency, Inc. and/or Stewart Title Guaranty Company to bring any claim or action in equity or for punitive and consequential damages;

6. Before any action may be filed in a court of competent jurisdiction, Tlingit & Haida and Alaska Escrow and Title Insurance Agency, Inc. and Stewart Title Guaranty Company shall meet and attempt to resolve any claim(s) through good faith negotiations; and

BE IT FINALLY RESOLVED, that the Tribe hereby irrevocably (a) consents to personal jurisdiction and venue in the courts of the State of Alaska, (b) waives any claim that such court is an inconvenient forum for the purposes of any suit, action or proceeding to enforce the terms of this Agreement, the Report, the Policy and the Escrow (including all documents involved in the Escrow), (c) agrees that all claims in respect to any such suit, action or proceeding may be heard or determined in any such courts, (d) consents that no action will be brought in any tribal court collaterally or otherwise, and (e) consents to the service of process of the aforementioned court in any such suit, action or proceeding by the mailing of copies thereof by registered mail or certified mail, postage prepaid, to Tlingit & Haida.

ADOPTED this 21st day of September 2026, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 6 yeas, 0 nays, 0 abstentions and 0 absences.

CERTIFY

President Richard J. Peterson

ATTEST

Tribal Secretary Jacqueline L. Pata