



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

Resolution EC 26-42

Title: Authorization and Limited Waiver of Sovereign Immunity Related to Financing for
Klawock and Prince of Wales Education Campuses

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 leases real property located in the communities of Klawock and Craig (the "Properties") for purposes of providing early education services; and

WHEREAS, the Properties require construction to continue to fulfill the purpose behind the leases; and

WHEREAS, Native American Bank ("NAB") is willing to loan monies, in the amount of \$10,000,000 (the "Loan"), to Tlingit & Haida to fund construction of Early Childhood Education Campuses at the Properties, which amount consists of a \$5,000,000 bridge loan and a \$5,000,000 Bureau of Indian Affairs ("BIA")-guaranteed permanent loan; and

WHEREAS, the bridge loan is intended to provide interim financing to secure project funding until approval and closing of the BIA-guaranteed permanent loan; and

WHEREAS, the completed construction at the Properties will serve as collateral;

WHEREAS, the Tlingit & Haida Constitution authorizes the President, and in the absence of the President a designated Vice President, to execute official Tribal documents on behalf of the Tribe; and



WHEREAS, to ensure the operational effectiveness of the Tribe it is necessary to additionally designate members of the Tribe's administration to execute official Tribal documents; and

WHEREAS, NAB requires authorized signers specific to the Loan be identified in this resolution; and

WHEREAS, NAB requires a limited waiver of sovereign immunity for disputes arising out of and related to the Loan (the "Limited Waiver"); 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 authorizes the loan for construction at the Properties using the completed construction as collateral; and

BE IT FUTHER RESOLVED, that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska hereby authorizes the following members of the Tribe's administration to sign any and all official documents pertaining to the Loan:

President: Richard J. Peterson
Chief Operating Officer: Roald Helgesen
Chief Financial Officer: Charlene Robertson

BE IT FURTHER RESOLVED, that the Executive Council hereby determines that the Limited Waiver, as described below, is necessary to secure a substantial benefit to Tlingit & Haida of funding the necessary construction at the Properties via a loan from NAB; and

BE IT FINALLY RESOLVED, that the Executive Council hereby determines that, in the event that Tlingit & Haida accepts the Loan and executes a Loan Agreement with NAB for purposes of construction on the Properties, Tlingit & Haida expressly, unequivocally, and irrevocably waives its sovereign immunity from suit and will not raise sovereign immunity as a defense in a judicial action brought therein by NAB, subject to the following limitations:


1. The Limited Waiver is strictly limited to the Loan and Loan Agreement that are the subject of this Resolution and the performance of Tlingit & Haida's obligations thereunder;
2. The Limited Waiver is solely in favor of NAB and shall not extend to any other person, agency, or entity;
3. The Limited Waiver does not waive the immunity of Tlingit & Haida's officers, employees, agents, citizens, or Community Councils;

4. Unless otherwise stated in this Resolution or the Loan Documents, the 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;
 - c. Any assets used primarily in connection with the provision of customary governmental services, such as those related to health, safety and welfare, by Tlingit & Haida or any of its sub-entities; or
 - d. Any other property against which recourse is prohibited by applicable state or federal law.
5. The Limited Waiver does not entitle or authorize NAB to bring any claim or action for punitive and consequential damages;
6. Before any action may be filed in a court of competent jurisdiction, Tlingit & Haida and NAB agree that:
 - a. the authorized representatives of Tlingit & Haida and NAB shall meet and attempt to resolve any claim(s) through good faith negotiations; and
 - b. that if such negotiations do not resolve the claim(s), NAB may bring suit pursuant to this Limited Waiver in:
 - i. the United States District Court for the District of Alaska (and all federal courts to which decisions of the United States District Court for the District of Alaska may be appealed); provided, however, that if for any reason that court lacks jurisdiction over the matter, the suit may be heard in the Courts of the State of Alaska;
 - c. the governing law for the loan shall be the laws of the State of Alaska;

Notwithstanding any applicable statute of limitations or other applicable law, the Limited Waiver shall be enforceable only for the term of the loan and (1) year after the latest of any relevant drawdown, repayment, and/or rollover periods and only as to claims and causes of action arising throughout the duration of the line of credit agreement and any relevant drawdown, repayment, and/or rollover periods.

ADOPTED this 26th day of March 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