



CENTRAL COUNCIL  
*Tlingit and Haida Indian Tribes of Alaska*  
Office of the President • Edward K. Thomas Building  
9097 Glacier Highway • Juneau, Alaska 99801

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Executive Council of the Central Council  
TLINGIT & HAIDA INDIAN TRIBES OF ALASKA

Resolution EC 25-141

Title: Authorization and Limited Waiver of Sovereign Immunity Related to Financing for Real Property on Douglas Island

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 on Douglas Island (the “Property”); and

WHEREAS, the Property requires construction to continue to fulfill the purpose behind the lease; and

WHEREAS, Northrim Bank (“Northrim”) is willing to loan monies, in the amount of up to \$15,000,000 (the “Loan”), to Tlingit & Haida to fund construction and initial operations at the Property; and

WHEREAS, Northrim 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 and initial operations at the Property; and

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 construction necessary to continue construction and for operations costs; and

BE IT FINALLY RESOLVED, that the Executive Council hereby determines that, in the event that Tlingit & Haida accepts the Loan, 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 Northrim Bank (“Northrim”), subject to the following limitations:

1. The Limited Waiver is strictly limited to the Loan that is the subject of this Resolution and the performance of Tlingit & Haida’s obligations thereunder;
2. The Limited Waiver is solely in favor of Northrim and shall not extend to any other person, agency, or entity;
3. The Limited Waiver only applies to Northrim and not to any third-party, including, without limitation, Northrim’s assigns, successors, officers, members, shareholders, or beneficiaries, direct or indirect, excepting any successor or assign: (i) by virtue of operation of law, merger, Alaska Department of Commerce, Community and Economic Development, Division of Banking and Securities, or the Federal Deposit Insurance Corporation; and (ii) who is capable of demonstrating and establishing the succession or assignment to Tlingit & Haida, such as a participation with another lender, through the provision of legally valid and binding documents in advance of any event triggering the Limited Waiver;
4. The Limited Waiver does not waive the immunity of Tlingit & Haida’s officers, employees, agents, citizens, and Community Councils;
5. 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, excepting (i) the Property and (ii) Northrim’s contractual right of set-off with respect to any deposit account maintained with Northrim upon an event of default; or
  - b. any federal, state, or grant funds held, or to be received, by Tlingit & Haida, in trust or otherwise;
6. The Limited Waiver does not entitle or authorize Northrim to bring any claim or action for punitive and consequential damages;
7. Before any action may be filed in a court of competent jurisdiction, Tlingit & Haida and Northrim agree that
  - a. the authorized representatives of Tlingit & Haida and Northrim 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), Tlingit & Haida agrees that Northrim may bring suit pursuant to this Limited Waiver in:

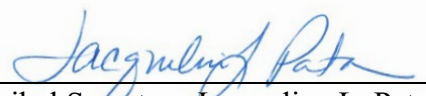
- i. the United States District Court for the District of Alaska (and all federal courts to which decisions of the United States District Court for the District of Alaska may be appealed); provided, however, that if for any reason that court lacks jurisdiction over the matter, the suit may be heard in the Courts of the State of Alaska;
  - c. the governing law for the Loan shall be the laws of the State of Alaska;
8. Notwithstanding any applicable statute of limitations or other applicable law, the Limited Waiver shall be enforceable only for the term of the Loan and one year after the later 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 26<sup>th</sup> day of September 2025, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 5 yeas, 0 nays, 0 abstentions and 1 absence.

**CERTIFY**

  
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President Richard J. Peterson

**ATTEST**

  
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Tribal Secretary Jacqueline L. Pata