



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

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

Resolution EC 25-55

Title: Recission and Approval of a Limited Waiver of Sovereign Immunity Related to Title Insurance for the Financing of the Renovation of 3200 Malissa Drive

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, under Article X of 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 previously authorized financing through First National Bank of Alaska (FNBA) for the renovation of developed real property at 3200 Malissa Drive in Juneau, Alaska, and said financing requires a limited waiver of sovereign immunity; and

WHEREAS, financing of the renovation also requires a limited waiver of sovereign immunity with respect to the title insurance policy to secure the financing, which Tlingit & Haida previously granted to First American Title Insurance Company, in EC 25-33; and

WHEREAS, Tlingit & Haida now wishes to employ Alaska Escrow and Title Insurance Agency, Inc. and Old Republic National Title Insurance Company for the purpose of performing certain title and escrow services, including providing title insurance, in connection with the renovation of the developed real property at 3200 Malissa Drive in Juneau, Alaska; and

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

WHEREAS, to effectuate this change, the title insurance company must be revised from First American Title Insurance Company to Alaska Escrow and Title Insurance Agency, Inc., requiring both a recission of the limited waiver granted in EC 25-33, as well as an approval of the replacement limited waiver; and

WHEREAS, Article VII, Section 4 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 rescinds EC 25-33 Limited Waiver of Sovereign Immunity Related to Title Insurance for the Financing of the Renovation of 3200 Malissa Drive; and

BE IT FURTHER RESOLVED, that Tlingit & Haida 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, Inc. and Old Republic National Title Insurance Company and to operate the property in the Tribe's desired manner; and

BE IT FURTHER RESOLVED, that Tlingit & Haida hereby determines that, in the event that it accepts the Financing, 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 Alaska Escrow and Title Insurance, Inc. or Old Republic National Title Insurance Company or as a bar to the exercise of Alaska Escrow and Title Insurance, Inc. or Old Republic National Title Insurance Company's rights and remedies, subject to the following limitations:

1. The Limited Waiver is strictly limited to the title insurance policy necessary to secure the Financing that is the subject of this Resolution and the performance of Tlingit & Haida's obligations thereunder;
2. This Limited Waiver only applies to Alaska Escrow and Title Insurance, Inc. and Old Republic National Title Insurance Company and not to any third-party, including, without limitation, Alaska Escrow and Title Insurance, Inc. and Old Republic National Title Insurance Company's assigns, successors, officers, members, shareholders, or beneficiaries, direct or indirect, excepting any successor or assign: (i) by virtue of operation of law, merger, or the Federal Deposit Insurance Corporation or other national bank regulatory authority; and (ii) who is capable of demonstrating and establishing the succession or assignment to Tlingit & Haida through the provision of legally valid and binding documents in advance of any event triggering the Limited Waiver;
3. This Limited Waiver does not waive the immunity of Tlingit & Haida's officers, employees, 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, excepting (i) 3200 Malissa Drive and (ii) any contractual right of set-off, if any, with respect to any deposit account maintained with FNBA 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;

5. The Limited Waiver does not entitle or authorize Alaska Escrow and Title Insurance, Inc. or Old Republic National Title Insurance 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, Inc. and/or Old Republic National Title Insurance Company agree that:
 - a. the authorized representatives of Tlingit & Haida and Alaska Escrow and Title Insurance, Inc. and/or Old Republic National Title Insurance Company shall meet and attempt to resolve any claim(s) through good faith negotiations; and
 - b. if such negotiations do not resolve the claim(s), Tlingit & Haida agrees that Alaska Escrow and Title Insurance, Inc. and/or Old Republic National Title Insurance Company 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; and
 - c. the governing law for the Financing documents shall be the laws of the State of Alaska;
7. Notwithstanding any applicable statute of limitations or other applicable law, the Limited Waiver shall be enforceable only for (1) year after the later of: (i) Tlingit & Haida's release from the Financing; or (ii) full payment of the Financing has been received by FNBA; and (iii) Alaska Escrow and Title Insurance, Inc. and/or Old Republic National Title Insurance Company has timely initiated a non-judicial foreclosure of a deed of trust against 3200 Malissa Drive and only as to claims and causes of action arising during the term of the Financing.

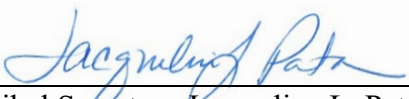
ADOPTED this 30th day of April 2025, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 6 yeas, 0 nays, 0 abstentions and 0 absences.

CERTIFY



President Richard J. Peterson

ATTEST



Tribal Secretary Jacqueline L. Pata