



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 25-86

Title: Limited Waiver of Sovereign Immunity Related to Sabey Data Center Solutions LLC and Intergate.Seattle 4 LLC to Deliver Optimal Internet Services

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 seeks to enter into a Master Agreement and Leasing Order 1 (collectively referred to as the “Agreement”) to engage Sabey Data Center Solutions LLC and Intergate.Seattle 4 LLC (collectively referred to as “Sabey”) for the purpose of leasing data center space to process and route internet traffic originating in Alaska to major internet hubs in the State of Washington—thereby efficiently reducing Tidal Network’s local bandwidth constraints in Alaska and significantly improving Tidal Network’s internet services for Southeast Alaska communities; and

WHEREAS, Tlingit & Haida will be leasing data center space from Intergate.Seattle 4 LLC, who will serve as the landlord for the leased data center space, pursuant to Leasing Order 1, which is incorporated in the Agreement; and

WHEREAS, Sabey requires a limited waiver of sovereign immunity in order to provide such services; and

WHEREAS, Article VII, Section 4 of the Constitution of the Central Council of Tlingit & Haida Indian Tribes of Alaska states that waivers of sovereign immunity are disfavored and may only be granted when 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 granting the limited waiver of sovereign immunity, as described below, is necessary to secure a substantial benefit to Tlingit & Haida through the engagement of Sabey and the acquisition of data center space to enable the delivery of reliable and high-quality internet services to communities across Southeast Alaska; and

BE IT FINALLY RESOLVED, that Tlingit & Haida irrevocably waives its sovereign immunity from suit for the sole purpose of enforcing the terms of the Agreement and will not raise sovereign immunity as a defense in a judicial action brought thereto by Sabey, subject to the following limitations:

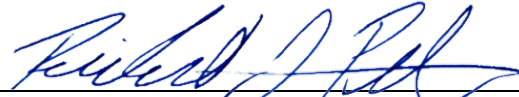
1. This Limited Waiver is strictly limited to the Agreement entered into with Sabey;
2. This Limited Waiver is solely in favor of Sabey and shall not extend to any third-party, including, without limitation, Sabey's assigns, successors, officers, members, shareholders, or beneficiaries, direct or indirect, excepting any successor or assign: (i) by virtue of operation of law or merger; 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 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 Sabey 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 Sabey agree that:
 - a. the authorized representatives of Tlingit & Haida and Sabey 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 Sabey 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 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 the term of the Agreement with Sabey and for (1) year after the cessation or termination of the Agreement and only as to claims and causes of action arising during the term of the Agreement.

ADOPTED this 16th day of May 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.

AMENDED this 17th day of June 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