



CENTRAL COUNCIL
Tlingit and Haida Indian Tribes of Alaska
EDWARD K. THOMAS BUILDING
9097 Glacier Highway
Juneau, Alaska 99801 - 6922

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

Resolution EC/ 14- 47

Title: Limited Waiver of Sovereign Immunity on Promissory Note for T&H Services, LLC

WHEREAS, Central Council Tlingit and Haida Indian Tribes of Alaska (Central Council) is a federally recognized tribe of more than 29,000 tribal citizens worldwide; and

WHEREAS, the tribe is established pursuant to the inherent sovereign authority of the Central Council Tlingit and Haida Indian Tribes of Alaska; and

WHEREAS, the Central Council has designated the Tribal Assembly or the Executive Council as the governing body of the Central Council when not in session; and

WHEREAS, the Executive Council has authority to regulate the conduct of commerce within the Central Council's jurisdiction and to charter or otherwise establish entities to promote the good of the Tribe; and

WHEREAS, the Executive Council formed the Tlingit Haida Tribal Business Corporation (THTBC), a federally chartered corporation pursuant to the Indian Reorganization Act, 25 U.S.C. § 477; and

WHEREAS, the Executive Council approved the corporate charter for THTBC, the United States Secretary of the Interior approved the corporate charter consistent with the requirements of 25 U.S.C. § 477 on February 10, 2010, and the duration of THTBC is perpetual or until revoked by an Act of the United States Congress pursuant to 25 U.S.C. § 477 as amended; and

WHEREAS, T&H Services LLC (THS), a Central Council limited liability company and wholly owned subsidiary of THTBC, was formed to pursue economic development opportunities, including but not limited to the ownership and operation of facility support services and property management; and

WHEREAS, both THTBC and THS have presented business plans with a detailed budget to the Executive Council, the Finance Committee and the Tribal Assembly for approval of the startup budget for THTBC and THS having received approval on submitted proposals; and

WHEREAS, THS has found an opportunity to acquire from Sage Environmental Services, Inc. (Seller) substantially all of the assets of its Executive Green Clean division (EGC), a small commercial cleaning and janitorial business, which THS anticipates, after conducting due diligence on EGC, will

significantly increase THS's revenues and provide a track record to build upon, at a purchase price that THS deems to be reasonable and favorable (Acquisition); and

WHEREAS, THS has negotiated a fair purchase price for the acquisition of EGC not to exceed \$190,000 with one-half due at closing, which amount is in the THS budget, and the balance financed by Seller pursuant to a two-year promissory note with monthly payments of principal and interest secured by the assets purchased from the Seller (Promissory Note); and

WHEREAS, the THTBC Board of Directors (THTBC Board) approved the acquisition of EGC by THS in THTBC Resolution 14-07; and

WHEREAS, Article VII, Section 1(b) of the Constitution authorizes Central Council to purchase or otherwise acquire, own, hold, improve, use and otherwise deal in real and personal property of any kind and description; and

WHEREAS, Article VII, Section 1(c) of the Constitution authorizes Central Council to sell, convey, grant, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its real and personal property, except as prohibited by federal law; and

WHEREAS, Article VII, Section 1(e) of the Constitution authorizes Central Council to borrow and raise money by all lawful means, and to pledge the credit of Central Council; and

WHEREAS, Article VII, Section 5(a) of the Constitution provides that the sovereign immunity of Central Council may be waived only by express legislative action of Central Council or the Executive Council, and only in compliance with that section; and

WHEREAS, Article X of the Constitution provides that when the Central Council Tribal Assembly is not in session, the Executive Council shall possess all of the powers of Central Council and shall be able to do all things and take all actions which the Central Council Tribal Assembly could without limitation;

NOW THEREFORE BE IT RESOLVED, the Executive Council of Central Council Tlingit and Haida Indian Tribes of Alaska hereby authorizes the following:

Section 1: Authorization of Transaction. The acquisition by THS of EGC, pursuant to that certain Asset Purchase Agreement, by and between THS and EGC (the "APA") and the documents and transactions contemplated therein, including but not limited to the Intellectual Property Licensing Agreement (the "IP Licensing Agreement") and the Promissory Note (the "Ancillary Transaction Documents"), is hereby reaffirmed, as approved and authorized by the THTBC Board, with the CEO of THTBC and/or the General Manager of THS having been authorized and directed, by THTBC Board, to take all steps necessary and appropriate to acquire EGC.

Section 2: Authorization of Promissory Note. The execution of the Promissory Note as approved by THTBC Board, the CEO of THTBC and/or the General Manager of THS were authorized and directed to take all steps necessary and appropriate to execute the Promissory Note on the terms

presented to the THTBC Board with such revisions thereto as, in the judgment of the CEO of THTBC and/or the General Manager of THS are appropriate and approved thereby, such approval to be conclusively evidenced by the execution and delivery thereof by such officers, and to execute and deliver to the Seller such additional instruments, certifications or other documents as may be necessary.

Section 3: No Recourse to Individuals. No recourse shall be had for the payment of the principal of or the interest on the Promissory Note or for any claim based thereon or on this Resolution. Sovereign Immunity is not waived as to the Central Council, any Executive Council member of the Central Council, any director of THTBC, or any employee or agent of the Central Council or THTBC, or any manager, officer, employee or agent of THS and THS hereby specifically reserves and retains its sovereign immunity, and all rights and privileges pertaining thereto.

Section 4: Consent to Suit. Upon consultation with the tribal attorneys, the Executive Council hereby determines that, if it is necessary and in the best interest of the Central Council, that the sovereign immunity of the Central Council be waived on a limited basis in connection with the APA and Ancillary Transaction Documents for the Acquisition as set forth herein. Accordingly, and in accordance with Article VII, Section 5(a) of the Constitution, the Central Council hereby waives its sovereign immunity, with respect only to THTBC and/or THS, subject to the following limitations:

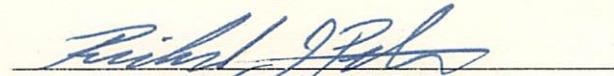
1. Such waivers shall expire upon the expiration of all obligations of THS under the APA and Ancillary Transaction Documents.
2. Such waiver is in favor of only the Seller and its permitted assigns under the APA and Ancillary Transaction Documents.
3. With respect to THS, such waiver is effective with respect to the APA and Ancillary Transaction Documents and for the sole purpose of permitting the enforcement of the APA and Ancillary Transaction Documents and the obligations of THS in connection with the APA and Ancillary Transaction Documents.
4. With respect to THTBC, such waiver is effective with respect to the IP Licensing Agreement only and for the sole purpose of permitting the enforcement of the IP Licensing Agreement.
5. Recourse against THTBC and/or THS made in accordance with the dispute resolution provisions of the APA and/or Ancillary Transaction Document, as applicable, or by any third party may, pursuant to this limited waiver of sovereign immunity, be satisfied only from assets specifically and exclusively owned by THTBC or THS, as applicable. No judgment or award may be collected against any asset owned or controlled by the Central Council or any other entity under its ownership or control. Nothing in this limited waiver of immunity shall be construed as a waiver or consent to the levy of any judgment, lien, attachment or encumbrance upon any other funds, assets, income, or any real property or interest in any real property of the Central Council or its sub-entities, whether held in trust for the benefit of the Central Council by the United States, as restricted fee land or in fee simple.

6. The courts having jurisdiction over any action against THTBC or THS shall be the courts of the Federal Court, and the law to be applied to the APA and Ancillary Transaction Document Note and the resolution of any dispute related thereto shall be: First – United States federal law, including federal statutory and common law; and Second – in the absence of applicable federal law, the law of the State of Washington. However, any references to or use of the laws of the State of Washington or United States federal law shall not constitute or be construed as an admission or concession by any party that the State of Washington, the United States, or any subdivision or agency thereof has authority applicable to the Agreement, the parties, or any constituent or related Indian Tribe.

Section 5: Immediate Effect. This Resolution shall take effect immediately upon its adoption.

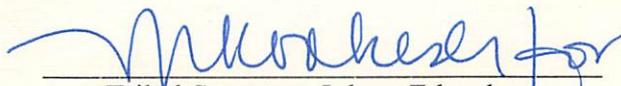
ADOPTED this 15th day of August 2014, by the Executive Council of the Central Council of Tlingit and Haida Indian Tribes of Alaska, by a vote of 4 yeas, 0 nays, 0 abstentions and 2 absence(s).

CERTIFY



President Richard J. Peterson

ATTEST



Tribal Secretary Jolene Edenshaw