

RESOLUTION NO. 14-25

COUNCIL OF THE CHEROKEE NATION

**A RESOLUTION AUTHORIZING A LIMITED CONSENT TO SUIT FOR THE LEASE
AGREEMENT BETWEEN CATERPILLAR FINANCIAL SERVICES CORPORATION
AND THE CHEROKEE NATION**

WHEREAS, the Cherokee Nation since time immemorial has exercised the sovereign rights of self-government on behalf of the Cherokee people; and

WHEREAS, the Cherokee Nation is a federally recognized Indian Nation with an historic and continual government to government relationship with the United States of America; and

WHEREAS, being a federally recognized Indian Tribe, the Cherokee Nation enjoys sovereign immunity from suit under federal and tribal law; and

WHEREAS, the Cherokee Nation ("Nation") has inherent sovereign authority as well as the authority granted by its constitution and tribal law to enter into contractual agreements to benefit the Nation and the citizens thereof; and

WHEREAS, the Cherokee Nation wishes to enter into a contractual agreement (the "Lease Agreement") with Caterpillar Financial Services Corporation ("Cat Financial"); and

WHEREAS, Cat Financial has requested a limited consent to suit from the Nation to allow enforcement of the parties' obligations with respect to the proposed Lease Agreement if necessary.

BE IT RESOLVED BY THE CHEROKEE NATION, that for the sole purpose of allowing for the enforcement of the terms of the Lease Agreement, attached hereto as Attachment 1 and incorporated by reference as if stated in full herein, the Cherokee Nation Council agrees to a limited waiver of sovereign immunity, only if all of the following conditions are met:

1. The entity seeking to bring suit against the Nation is Cat Financial, or an affiliate thereof that provides funding/services to the Nation under the Lease Agreement, and
2. The claim is limited to breach of contract or indemnification and seeks only compensatory damages resulting from the Nation's noncompliance with the terms of the Lease Agreement, provided the Nation's limited waiver of sovereign immunity in an action for compensatory damages shall be limited to damages incurred through the date of the termination of the Lease Agreement, and
3. That in the event of an award of compensatory monetary damages, the award may be paid out of any of the Nation's assets, excluding real property and improvements by

way of fixtures and excluding funds held in trust by the United States on behalf of the Nation, and shall not be a lien on or encumbrance upon tribal property or allow for recovery from any elected officials, officers, or employees of the Nation for monetary damages, punitive or exemplary damages, court costs, or attorney fees.

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that nothing herein shall be construed as a waiver of immunity from suit seeking attorney's fees, punitive damages, or any other form of damages from any party whatsoever, or as a waiver extended for the benefit of any entity, person, partnership, or firm whatsoever, other than Cat Financial as a party to the Lease Agreement while seeking enforcement of said Lease Agreement.

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that this waiver shall not be construed to authorize any action or claim against the Nation sounding in tort or any other type of claim or recovery not expressly authorized herein, for which purposes the Nation's sovereign immunity is and shall be reserved.

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that Cat Financial as a party to the Lease Agreement may not assign or transfer any rights granted by this waiver.

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that this waiver shall not allow recovery from any elected official, officer, or employee of the Nation for monetary damages, punitive or exemplary damages, court costs, attorney fees, or any other damages whatsoever.


BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that the Principal Chief is authorized to execute an agreement on behalf of the Nation pursuant to which the Nation would not object or cause Cat Financial to object to the Lease Agreement, or any subcontract of the Lease Agreement, being governed by and in accordance with the laws of the State of Oklahoma; to the jurisdiction of the United States District Court for the Northern District of Oklahoma, or to the jurisdiction of the United States District Court for the Eastern District of Oklahoma, in connection with an action by Cat Financial who has also agreed to abide by the terms of the Lease Agreement, to enforce its rights under the Lease Agreement.

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that the duration of this waiver is limited to the duration of the provisions of the Lease Agreement, including any such provisions which survive termination of the Lease Agreement.

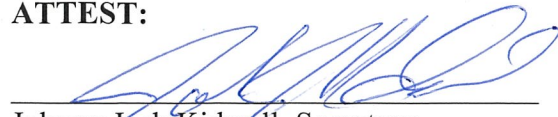
BE IT FINALLY RESOLVED BY THE CHEROKEE NATION, that this Resolution shall in no manner or in any respect operate or be construed to operate to waive or otherwise diminish the sovereign immunity of the Cherokee Nation, except as to allow certain actions as provided herein and in the applicable Lease Agreement.

CERTIFICATION

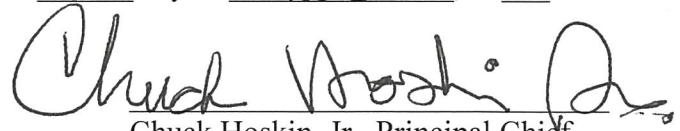
The foregoing resolution was adopted by the Council of the Cherokee Nation at a duly called meeting on the 10th day of March, 2025, having 15 members present, constituting a quorum, by the vote of 15 yea; 0 nay; 0 abstaining.


Mike Shambaugh, Speaker
Council of the Cherokee Nation

ATTEST:


Johnny Jack Kidwell, Secretary
Council of the Cherokee Nation

Approved and signed by the Principal Chief this 18th day of March, 2025.


Chuck Hoskin, Jr., Principal Chief
Cherokee Nation

ATTEST:


Shella Bowlin, Secretary of State
Cherokee Nation

**ADMINISTRATIVE
CLEARANCE**

Dept/Program:

Signature/Initial

Date

Executive Director:

Signature/Initial

Date

**Treasurer (Required:
Grants/Contracts/Budgets):**

Signature/Initial

Date

Government Relations:

Signature/Initial

Date

Administration Approval:

Signature/Initial

2-12-25

Date

LEGISLATIVE CLEARANCE:

Legal & Legislative Coordinator:

Signature/Initial

Date

Standing Committee & Date:

Chairperson:

Signature/Initial

Date

**Cherokee Nation
Act/Resolution Proposal Form**

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Act

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Resolution

TITLE:

**A RESOLUTION AUTHORIZING A LIMITED
CONSENT TO SUIT FOR THE LEASE
AGREEMENT BETWEEN CATERPILLAR
FINANCIAL SERVICES CORPORATION AND THE
CHEROKEE NATION**

DEPARTMENT CONTACT: Chuck Hoskin Jr.

RESOLUTION PRESENTER: Canaan Duncan

COUNCIL SPONSOR: Mike Shambaugh, Josh
Sam, Codey Poindexter,
E. O. Smith

NARRATIVE: