



Council of the Cherokee Nation

Cherokee Nation Tribal
Council
17763 S. Muskogee Ave.
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Title:	A RESOLUTION AUTHORIZING CERTAIN LENDING TRANSACTIONS INVOLVING CHEROKEE NATION BUSINESSES, L.L.C., A CHEROKEE NATION TRIBAL LIMITED LIABILITY COMPANY, AND AUTHORIZING A LIMITED WAIVER OF SOVEREIGN IMMUNITY				
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7/14/2022	1	OFFICE OF THE CHIEF	Signed	
7/11/2022	1	TRIBAL COUNCIL	Approved	Pass
6/30/2022	1	RULES COMMITTEE	Approved and Forwarded to Council	Pass

A RESOLUTION AUTHORIZING CERTAIN LENDING TRANSACTIONS INVOLVING CHEROKEE NATION BUSINESSES, L.L.C., A CHEROKEE NATION TRIBAL LIMITED LIABILITY COMPANY, AND AUTHORIZING A LIMITED WAIVER OF SOVEREIGN IMMUNITY

WHEREAS, the Cherokee Nation since time immemorial has exercised the sovereign rights of self-government in 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, Cherokee Nation Businesses, L.L.C. ("CNB") is a for-profit limited liability company organized under the laws of the Cherokee Nation, is wholly owned by the Cherokee Nation and enjoys sovereign immunity from suit under federal law; and

WHEREAS, Cherokee Nation Entertainment, L.L.C. ("CNE") is a for-profit limited liability company organized under the laws of the Cherokee Nation, is wholly-owned by CNB and enjoys sovereign immunity from suit under federal law; and

WHEREAS, in 2013, (i) CNB obtained a five-year credit facility from BOKF, NA dba Bank of Oklahoma ("BOK") in the original amount of \$100,000,000, [in accordance with the credit agreement relating thereto \(the "Credit Agreement"\)](#), (ii) CNE and its subsidiaries guaranteed the loan, (iii) CNB, CNE, and CNE's subsidiaries pledged certain

of their assets relating to gaming and entertainment operations, and (iv) the Cherokee Nation entered into a Non-Interference Agreement and provided limited waivers of sovereign immunity to allow BOK to enforce the transaction parties' obligations with respect to the credit facility and to enforce the Cherokee Nation's obligations with respect to the Non-Interference Agreement; and

WHEREAS, in 2017, (i) the parties increased the amount of credit available under the Credit Agreement from \$100,000,000 to \$150,000,000 and extended the maturity date, (ii) the guarantees, the asset pledges and the Non-Interference Agreement were ratified and confirmed, and (iii) the Cherokee Nation provided an updated limited waiver of sovereign immunity; and

WHEREAS, in 2019, (i) the parties increased the amount of credit available under the Credit Agreement from \$150,000,000 to \$300,000,000 and extended the maturity date, (ii) the guarantees, the asset pledges and the Non-Interference Agreement were ratified and confirmed, and (iii) the Cherokee Nation provided an updated limited waiver of sovereign immunity; and

WHEREAS, the parties to the transactions desire to (i) amend and restate the Credit Agreement (the "Amended/Restated Credit Agreement") to, among other things, increase the amount of credit available under the Credit Agreement from \$300,000,000 to \$650,000,000, consisting of a \$400,000,000 Revolving Credit Facility and a \$250,000,000 Delayed Draw Term Loan, plus an additional additional Accordion allowing the parties to increase the Revolver by an amount of up to \$200,000,000, (ii) extend the maturity date further, (iii) have the guarantees, the asset pledges and the Non-Interference Agreement ratified and confirmed, and (iv) ratified and confirmed, (iv) have the asset pledges and the Non-Interference Agreement amended and restated, (v) have various other Loan Documents (to be determined and defined in the Amended/Restated Credit Agreement) and other documents, agreements, instruments, amendments and certificates related thereto, executed and delivered to BOK (on behalf of the lenders) in connection therewith or required thereby, including, but not limited to, replacement promissory notes, equity pledge agreements, account control agreements, security agreements, applications for letters of credit, letters of credit, and derivative transaction agreements and (vi) have the Cherokee Nation provide an updated limited waiver of sovereign immunity.

BE IT RESOLVED BY THE CHEROKEE NATION, that the Tribal Council hereby authorizes the increase of the amount of credit available under the Credit Agreement to \$850,000,000 as set forth above and the extension of the maturity date, and authorizes the ratification and confirmation of the guarantees, the amendment and restatement of various asset pledges and the Non-Interference Agreement, and the execution and delivery of all other Loan Documents, all on terms and conditions to be negotiated by the authorized officers of CNB, CNE, and CNE's subsidiaries and/or the Principal Chief; and

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that the Tribal Council hereby authorizes the Principal Chief and/or his designee to negotiate as necessary and to expressly waive the sovereign immunity and jurisdiction of the

transaction parties as they apply to the loan transactions, the governing law, waiver of jury trial and consent to jurisdiction provisions of the transaction parties as they apply to the loan transactions and of the Cherokee Nation as they apply to the reaffirmed amended and restated Non-Interference Agreement and any other documents, certificates and instruments which relate to the Amended/Restated Credit Agreement and to which the Cherokee Nation is a party; and

BE IT FINALLY RESOLVED BY THE CHEROKEE NATION, that the Cherokee Nation determines that the limited waiver of sovereign immunity described above and in the financing documents meets all requirements of the governing laws, rules and regulations of the Cherokee Nation and conform in all respects to the laws of the Nation; and

BE IT FINALLY RESOLVED BY THE CHEROKEE NATION, that the transactions contemplated by the Amended/Restated Credit Agreement, including but not limited to the incurrence of liabilities and other obligations under the credit facilities, be, and each hereby is, approved, authorized and confirmed by the Cherokee Nation; and

BE IT FINALLY RESOLVED BY THE CHEROKEE NATION, that upon the execution and delivery of the Non-Interference Agreement to which the Cherokee Nation is a party, together with any amendments or modifications thereto and other instruments or other documents delivered in connection with the credit facilities to which the Cherokee Nation is a party, they shall be the valid and binding obligations of the Cherokee Nation enforceable in accordance with their respective terms; and

BE IT FINALLY RESOLVED BY THE CHEROKEE NATION, that this Resolution shall become effective as of the date and time of its passage and approval by the Cherokee Nation; and

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 against the transaction parties and the Cherokee Nation as provided herein and in the applicable loan documents.