

**TO APPROVE A
LIMITED WAIVER OF SOVEREIGN IMMUNITY**

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

THOMAS WILLISTON INTRODUCED THE FOLLOWING COUNCIL BILL

A COUNCIL BILL

TO APPROVE a limited waiver of sovereign immunity

WHEREAS, the Choctaw Nation of Oklahoma (the “Nation”) has determined that it is in the best interest of the Nation to enter into one or more franchise agreements (each a “Franchise Agreement” and, collectively, the “Franchise Agreements”) with Brinker International Payroll Company, L.P. (“Franchisor”); and

WHEREAS, the Nation has determined that it is in the best interest of the Nation to enter into each Franchise Agreement through one or more Tribal limited liability companies (each an “Operating LLC” and collectively the “Operating LLCs”) formed under the Choctaw Nation Limited Liability Company Act (the “Act”); and

WHEREAS, each Franchise Agreement shall give the applicable Operating LLC the right to operate a Chili’s Bar and Grill restaurant at a specified location; and

WHEREAS, a separate Tribal limited liability company (the “Holding LLC”) shall be the sole member in all Operating LLCs; and

WHEREAS, the Nation shall be the sole member in the Holding LLC, indirectly making the Nation the sole owner of each Operating LLC; and

WHEREAS, because each Operating LLC shall be wholly-owned (indirectly) by the Nation and shall be a Tribal limited liability company formed under the Act, each Operating LLC shall hold the same immunity from suit as the Nation; and

WHEREAS, Franchisor is requiring a limited waiver of sovereign immunity from the Nation, applicable to each Operating LLC and only giving Franchisor the right to enforce the terms of each Franchise Agreement against the Operating LLC that entered into such Franchise Agreement; and

WHEREAS, the Tribal Council (the “Tribal Council”) of the Nation has determined that it is in the best interests of the Nation to grant such a limited waiver of sovereign immunity for each Operating LLC.

THEREFORE, BE IT ENACTED, by the Tribal Council of the Choctaw Nation of Oklahoma that this Council Bill be cited as approval and authority for the express, unequivocal and irrevocable grant of a limited waiver of the sovereign immunity of each Operating LLC and the Holding LLC, which limited waiver of sovereign immunity only gives Franchisor the ability to (i) sue the applicable Operating LLC or Holding LLC in the Federal or State Courts of the United States in any action to enforce the terms of the Franchise Agreement, as amended in writing from time to time, and any related written agreements entered into by such Operating LLC or the Holding LLC and (ii) to enforce judgment upon any award issued thereunder.

BE IT FURTHER ENACTED, by the Tribal Council of the Choctaw Nation of Oklahoma that this Council Bill be cited as approval and authority that nothing contained herein is intended to, nor shall it be construed to, benefit any party other than Franchisor.

BE IT FURTHER ENACTED, by the Tribal Council of the Choctaw Nation of Oklahoma that this Council Bill be cited as approval and authority that nothing contained herein is intended to, nor shall it be construed to, waive the sovereign immunity of any Operating LLC or the Holding LLC except as specifically set forth herein.

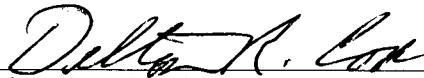
BE IT FURTHER ENACTED, by the Tribal Council of the Choctaw Nation of Oklahoma that this Council Bill be cited as approval and authority that nothing contained herein is intended to, nor shall it be construed to, waive the sovereign immunity of (i) the Nation, (ii) any agency thereof or (iii) any official acting on behalf of the Nation, or such agency, and within the scope of his or her official authority.

BE IT FURTHER ENACTED, by the Tribal Council of the Choctaw Nation of Oklahoma that this Council Bill be cited as approval and authority that any monetary recovery obtained through judicial action under this limited waiver of sovereign immunity shall be limited to the assets of the Operating LLC that entered into the Franchise Agreement under which suit is brought and shall not give Franchisor any right to recover from the assets of any other Operating LLC, the Nation or any agency thereof.

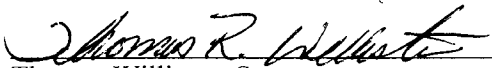
BE IT FURTHER ENACTED, by the Tribal Council of the Choctaw Nation of Oklahoma that this Council Bill be cited as approval and authority that the officers and managers of each Operating LLC and the Holding LLC be authorized to prepare, execute, deliver and file any and all agreements (including the Franchise Agreement(s)), certificates, instruments and documents, in such form and with such terms and provisions as such officers and managers may approve, with their execution, delivery and/or filing thereof to be conclusive evidence of such approval, and to take such other action as they may deem proper or appropriate, to carry out the intent and purposes of the foregoing enactments.

CERTIFICATION

I, the undersigned, as Speaker of the Tribal Council of the Choctaw Nation of Oklahoma, do hereby certify that the Tribal Council is composed of twelve (12) seats. Eight (8) members must be present to constitute a quorum. I further certify that eleven (11) members answered the roll call and that a quorum was present at the Regular Session of the Tribal Council at Tushka Homma, Oklahoma on this 13 day of December, 2014. I further certify that the foregoing Council Bill CB-42 -15 was adopted at such meeting by the affirmative vote of eleven (11) members, zero (0) negative votes, and zero (0) members abstaining.



Delton Cox, Speaker
Choctaw Nation Tribal Council



Thomas Williston, Secretary
Choctaw Nation Tribal Council

Date: 12-18-14



The Honorable Gary Batton, Chief
Choctaw Nation of Oklahoma