

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

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

JAMES DRY INTRODUCED THE FOLLOWING COUNCIL BILL

A COUNCIL BILL

TO APPROVE a limited waiver of sovereign immunity with Wyndham (defined below).

WHEREAS, in accordance with Article IX, Section 6 of the Constitution of The Choctaw Nation of Oklahoma (the “Nation”), the Tribal Council of the Nation (the “Council”) shall make decisions pertaining to the acquisition, leasing, disposition, and management of tribal property;

WHEREAS, the Nation is entering into four (4) separate agreements (each, a “Resort Agreement”) with Wyndham Franchisor, LLC and/or its affiliate, TMH Worldwide, LLC (collectively, “Wyndham”), each of which governs a single resort, as specified in the applicable Resort Agreement;

WHEREAS, the Resort Agreements will commence on or about January 1, 2026;

WHEREAS, each of the Resort Agreements contain a limited waiver of sovereign immunity, as set forth below (the “Waiver”); and

“Limited Wavier of Sovereign Immunity. We agree that you are a federally recognized Indian tribe and are a sovereign entity. Notwithstanding the foregoing, to the extent that you may be entitled to claim or benefit from sovereign immunity in respect of your obligations under this Agreement, you expressly agree not to claim or invoke, and hereby expressly waive, such sovereign immunity to the fullest extent permitted by law, provided that such waiver shall be limited to the enforcement of obligations and liabilities to each other under this Agreement and nothing in this Section 17.6.6 shall be construed as extending or enlarging this limited waiver of sovereign immunity hereunder beyond the scope of your obligations to us as set forth in this Agreement. ***The Choctaw Nation of Oklahoma expressly and irrevocably waives its sovereign immunity from suit as provided for and limited by Section 17 of this Agreement.*** This waiver is strictly limited to claims for breach of this Agreement arising solely from the contractual obligations expressly set forth herein and brought exclusively in the Choctaw Nation Tribal Courts. The Tribe’s waiver of sovereign immunity is limited to the following remedies only: (i) declaratory and injunctive relief; and (ii) actual, direct, and compensatory damages limited solely to the unpaid amounts, if any, due and owing under this Agreement, including those that are a direct result of a proven breach, including unpaid fees and Liquidated Damages. No other damages are permitted. The Tribe does not waive immunity for, and shall not be liable for , consequential damages, incidental damages, reliance damages, expectation damages beyond amounts expressly due under this Agreement, or punitive damages. Equitable or legal remedies may be sought solely to enforce a final judgment of the Choctaw

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Nation Tribal Courts in a court of competent jurisdiction. If damages are awarded against the Tribe, any damages award shall be satisfied solely from the Tribe's revenues, income, and assets derived from or used in connection with the Tribe's hospitality businesses and gaming. The Tribe's other governmental assets shall remain expressly immune from suit or execution in any court. This limited waiver of immunity is specifically limited and provided only to the Franchisor, any guarantor, successors or assignees, and to no one else. This limited waiver of immunity shall apply only to any suit initiated between the Effective Date and the expiration of the two-year period following the performance or termination of this Agreement."

WHEREAS, the Council has determined it is in the best interest of the Nation to grant the Waiver solely to the extent of, and in accordance with, the terms as set forth herein.

THEREFORE, BE IT ENACTED, by the Tribal Council that this Council Bill be cited as approval and authority for the grant of a limited waiver of sovereign immunity as set forth in the Waiver.

BE IT FURTHER ENACTED by the Tribal Council 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 Wyndham.

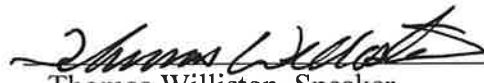
BE IT FURTHER ENACTED, by the Tribal Council that this Council Bill be cited as approval and authority that nothing contained herein is intended to, nor shall it be construed to, waive the sovereign immunity of the Nation or any of its agencies, affiliates or subsidiaries except as specifically set forth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


BE IT FURTHER ENACTED, by the Tribal Council 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 elected or appointed official, officer, or employee of the Nation or any of its affiliates or subsidiaries, and no waiver of immunity is provided with respect to such parties.


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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 roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma, on January 10, 2026. I further certify that the foregoing Council Bill CB- 22 -26 was adopted at such meeting by the affirmative vote of eleven (11) members, zero (0) negative votes, and zero (0) abstaining.


Thomas Williston, Speaker
Choctaw Nation Tribal Council


James Dry, Secretary
Choctaw Nation Tribal Council


Gary Patton, Chief
Choctaw Nation Tribal Council

Date: 1-14-26

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Purpose/Need of Council Bill: This bill approves the granting of a limited waiver of sovereign immunity from suit to Wyndham Franchisor, LLC and/or certain of its subsidiaries and affiliates, in accordance with the terms and conditions of the Resort Agreements and this council bill herein.

Strategic Goal: This Council Bill supports the Nation's Tribal Strategy to Strengthen Financial Growth and Economic Sustainability.

Title of Council Bill: To Approve a Limited Waiver of Sovereign Immunity with Wyndham.

Division: Commerce

Budget: N/A

Match Required: N/A

Requestor: Heidi Grant, Senior Executive Officer, Division of Commerce

Suggested Legislative Committee Review: Commerce and Finance