

**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 in favor of a private counterparty (the “Company”) in connection with that certain Non-Disclosure Agreement, Contract Identification No. 12865593, for a potential business opportunity.

WHEREAS, in accordance with Article IX, Section 4 of the Constitution of the Choctaw Nation of Oklahoma (the “Constitution”), the Tribal Council (the “Council”) of the Choctaw Nation of Oklahoma (the “Nation”) shall enact legislations, rules, and regulations not inconsistent with the Constitution for the general good of the Nation and for the administration and regulation of the affairs of the Nation;

WHEREAS, in accordance with Article IX, Section 6 of the Constitution of the Nation, the Council shall make decisions pertaining to the acquisition, leasing, disposition, and management of tribal property;

WHEREAS, the Nation desires to enter into a Non-Disclosure Agreement, Contract Identification No. 12865593 (the “Agreement”), with the Company for a potential business opportunity intended to benefit the Nation and its tribal members by furthering the Nation’s self-determination and economic independence;

WHEREAS, the Agreement contains a limited waiver of sovereign immunity in favor of Company, as set forth below (the “Limited Waiver”); and

“This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its laws or rules relating to conflicts of laws that would direct the application of the law of another jurisdiction; provided, if this choice of Delaware law provision is declared invalid or unenforceable by the arbitrators (as set forth below), or final order of any court of competent jurisdiction (after resolution of any applicable appeals therefrom), then this Agreement shall be governed by and construed in accordance with the laws of [the States in which the Parties are geographically located], without giving effect to either's laws or rules relating to conflicts of laws that would direct the application of the law of another jurisdiction, and in the event of any conflict between the laws of [the States in which the Parties are geographically located] in connection with this Agreement, such conflict shall be resolved by use of the laws of the State of Delaware, as if Delaware was the applicable law. Any claim or controversy arising out of this Agreement or a breach hereof shall be determined by arbitration in Dallas, Texas before three (3) arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrators may grant injunctions or other relief in such dispute or controversy. Judgment on the award may be entered in any

court having jurisdiction. This section shall not preclude any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. CN specifically, expressly and irrevocably waives (i) its sovereign immunity from suit and any and all defenses based thereon for the limited purpose of [Company] enforcing the terms of this Agreement in accordance with the terms hereof, including for purposes of arbitration as contemplated above, and (ii) any requirement for [Company] to first exhaust tribal remedies. The limited waiver of sovereign immunity provided herein (the “Limited Waiver”) is expressly conditioned upon and subject to the approval and enactment of a duly adopted council bill by Choctaw Nation’s Tribal Council. No provision of this Agreement shall be construed as an express or implied waiver of sovereign immunity prior to the express approval of the Limited Waiver by Choctaw Nation’s Tribal Council.”

WHEREAS, the Council has determined it is in the best interest of the Nation to grant the Limited Waiver in favor of Company 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 herein.

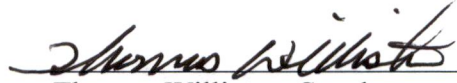
BE IT FURTHER ENACTED by the Tribal Council that this Council Bill be cited as approval and authority that nothing contained herein is intended to, nor shall it be construed to, benefit any party other than Company.

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 solely to the extent expressly set forth in the waiver language contained in this Council Bill.

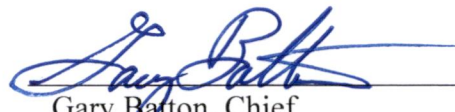
BE IT FURTHER ENACTED, by the Tribal Council that this Council Bill be cited as approval and authority that nothing contained herein is intended to, nor shall it be construed to, waive the sovereign immunity of any elected or appointed official, officer, or employee of the Nation or any of its affiliates or subsidiaries, and no waiver of immunity is provided with respect to such parties.

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 twelve (12) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tvshka Homma, Oklahoma, on May 9, 2026. I further certify that the foregoing Council Bill CB- 53 -26 was adopted at such meeting by the affirmative vote of twelve (12) 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: 5.9.26