A RESOLUTION OF THE TRIBAL COUNCIL OF THE
DELAWARE TRIBE OF INDIANS AUTHORIZING, AMONG
OTHER THINGS, A LOAN TRANSACTION BETWEEN
INTERNATIONAL BANK OF COMMERCE AND THE
DELAWARE TRIBE OF INDIANS, AND AUTHORIZING
THE DELAWARE TRIBE OF INDIANS TO WAIVE
SOVEREIGN IMMUNITY AND CONSENT TO GOVERNING
LAW, JURISDICTION AND DISPUTE RESOLUTION

RESOLUTION 2022-93

Authored by Dana Marrell

WHEREAS, pursuant to the Constitution and By-Laws of the Delaware Tribe of Indians, the Tribe’s governing body is the Delaware Tribal Council; and

WHEREAS, the Delaware Tribal Council is authorized by Article V, Section A. of the Constitution and Bylaws of the Delaware Tribe of Indians to represent and act in all matters that concern the general welfare of the Tribe and Section B. to negotiate and make contracts with Federal, State, and Local Government and individuals, firms or companies; and

WHEREAS, the Delaware Tribe of Indians has negotiated with International Bank of Commerce, an Oklahoma state banking corporation (“Lender”), to obtain a loan from Lender in the maximum principal amount of $250,000 (the “Loan”) to secure a guarantee for the purpose of establishing credit card services and accounts; and

WHEREAS, Lender has required, as a condition to extending the Loan to the Delaware Tribe of Indians (“Tribe”), (a) that the Tribe execute and deliver to Lender a Limited Waiver of Sovereign Immunity, the form of which has been provided to the Delaware Tribal Council (the “Waiver”), by which the Tribe will grant a waiver of sovereign immunity and consent to governing law, jurisdiction and dispute resolution in connection with any claim, action, controversy, litigation, or dispute arising out of or in any way related to the Loan, the Loan Documents (as defined below); and

WHEREAS, the Tribe, through the Delaware Tribal Council, has determined that it is in the best interests of the Tribe to obtain the Loan.

NOW, THEREFORE, BE IT RESOLVED, the Delaware Tribal Council of the Delaware Tribe of Indians, on behalf of the Tribe, authorizes and directs the Chief to obtain the Loan and to issue a promissory note to evidence the Loan (the “Note”);

BE IT FURTHER RESOLVED, that the Delaware Tribal Council authorizes and directs the Chief, to execute and deliver the Waiver, and ratifies and approves the Tribe’s irrevocable and unconditional waiver of sovereign immunity (and any defense based on sovereign immunity) from suit, arbitration or other legal proceedings for any claim, action, controversy, litigation, or dispute arising out of or any way related to (a) the Loan, or (b) the Note, the Waiver, and any other agreement, instrument or document in any way related to the Loan as amended, modified or restated from time to time (collectively, the “Loan Documents”), all as provided in the Waiver;
BE IT FURTHER RESOLVED, that the Delaware Tribal Council, on behalf of the Tribe, unconditionally and irrevocably ratifies and approves all provisions in the Loan Documents regarding the Tribe’s (a) consent to governing law of the jurisdiction(s) indicated in the Loan Documents, (b) waiver of tribal exhaustion of remedies, (c) consent to jurisdiction in certain specified federal and state courts, (d) consent to arbitration, actions to compel arbitration, and actions to enforce arbitration awards, all as set forth in the Loan Documents;

BE IT FURTHER RESOLVED, that the Delaware Tribal Council authorizes and directs the Chief, in the Tribe’s name and on its behalf, to execute and deliver the Loan Documents, each containing terms and conditions and setting forth rights and obligations determined to be necessary, appropriate or desirable by the Tribal Administrative Staff, with any Loan Document’s execution by the Tribe’s Chief to be conclusive evidence of his approval or determination;

BE IT FURTHER RESOLVED, that the Tribe is authorized to perform fully its obligations under the Loan Documents to which it is a party and to engage without limitation in other transactions, arrangements or activities (collectively, the “Activities”) that are reasonably related or incident to, or that will serve to facilitate or enhance for its benefit, the transactions contemplated by, this resolution, including without limitation any modification, extension or expansion (collectively, the “Changes”) of any Activities or of any other transactions, arrangements or activities resulting from any of the Changes and to enter into other agreements or understandings as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated by, this resolution; and

BE IT FINALLY RESOLVED, that any resolutions or other actions of the Tribe, or any of the officers, employees, or agents of the Tribe, whether written, unwritten or established by tradition that are in effect and are in conflict with or inconsistent with the terms of this resolution, the Loan Documents, or the transactions contemplated by the Loan Documents and this resolution, are repealed and annulled, and superseded by this resolution.

CERTIFICATION

I hereby certify that the foregoing was considered by the Delaware Tribal Council of the Delaware Tribe of Indians and adopted this 17 day of December 2022 with a vote of ☑️ yes, ☐️ no, and ☐️ abstaining.

Brad KillsCrow, Chief

Attested by: Bruce Martin, Secretary