

**TO APPROVE A LIMITED WAIVER
OF SOVEREIGN IMMUNITY IN FAVOR OF PLATINUM GAMING VENTURES, LLC
(formerly known as GCG FUNDING LLC)**

IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION

RONALD PERRY INTRODUCED THE FOLLOWING COUNCIL BILL

A COUNCIL BILL

TO APPROVE a limited waiver of sovereign immunity.

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

WHEREAS, the Choctaw Nation of Oklahoma (the "Nation") is entering into a Master Lease Agreement (the "New Agreement") with Platinum Gaming Ventures, LLC and/or certain of its subsidiaries and affiliates (collectively, "GCG");

WHEREAS, the New Agreement will commence on or about June 15, 2026, following expiration of the current Master Lease Agreement term, which became effective as of December 19, 2018, continuing until immediately after midnight on June 15, 2026;

WHEREAS, the current Master Lease Agreement contains a limited waiver of sovereign immunity from suit, authorized by the Council by and through CB-55-19;

WHEREAS, the New Agreement contains a limited waiver of sovereign immunity in favor of GCG, as set forth below (the "Waiver"); and

Limited Waiver of Sovereign Immunity. Lessee hereby expressly and irrevocably grants to the GCG a limited waiver of Lessee's sovereign immunity from suit or other legal process with regard to any Claim and, accordingly, expressly and irrevocably waives its sovereign immunity and all defenses based thereon with respect to the Claims; provided, however, if the Claim seeks money damages, the property, assets or funds used to satisfy any award or judgment against Lessee shall not include any land or improvements thereon held in trust by the United States for the benefit of Lessee and shall be limited to the assets and revenues (including undistributed revenues and future revenues) of Lessee that are used in connection with or derived from Lessee's gaming business (including any gaming business of Lessee that may be conducted on or within any land or improvements thereon held in trust by the United States for the benefit of Lessee). In furtherance of such waiver, Lessee hereby consents with respect to any Claim: (i) to the jurisdiction of and to be sued in (A) any United States District Court located in the State of Oklahoma (and all courts to which the decisions of such

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District Court may be appealed), (B) any court of general jurisdiction of the court system of the State of Oklahoma (and all courts to which the decisions of such court may be appealed) and (C) for purposes of enforcing the judgment, decree, order or award of the foregoing courts concerning any Claim, any other Federal or State court of competent general jurisdiction (and all courts to which the decisions of such court may be appealed); and (ii) only if none of the foregoing courts shall have jurisdiction or permit the enforcement of any such judgment, decree, order or award against Lessee with regard to any Claim, to the jurisdiction of and to be sued in all tribal courts and dispute resolution processes of Lessee (each, a "**Tribal Court**"). In furtherance of such waiver, Lessee confirms its waiver extends to the enforcement of any judgment, decree, order or award with regard to any Claim and Lessee agrees to accept and be bound by any judgment, decree or order of the foregoing courts (including their respective appellate courts) and to give, and cause its Tribal Courts to give, full faith and credit to any such judgments, decrees, orders or awards and to issue such orders and exercise such legal powers as may be reasonably necessary in order to effectuate the same. The parties agree that any such judgment, decree, order or award may be enforced in any Federal or State court of competent jurisdiction by suit on the same or in any other manner provided by law. Unless there is no other court of competent jurisdiction, Lessee unconditionally, irrevocably and expressly waives its right to commence any claim against GCG in any Tribal Court, and agrees to cause any such Claim commenced in a Tribal Court against GCG to be stayed and removed to another court of competent jurisdiction upon the request of GCG. In addition, Lessee expressly waives the application of the doctrines of exhaustion of tribal remedies, abstention, or comity that might otherwise require that a Claim be heard in any tribal court or other court or forum of Lessee and, pursuant to the limited waiver of sovereign immunity contained in this Section 18, the GCG shall not be required to exhaust tribal remedies in any court of Lessee but may, at its option, invoke the jurisdiction of Lessee's tribal court or other dispute resolution processes, as provided in this Section. Notwithstanding the foregoing, nothing contained herein is intended to, nor shall it be construed to, waive Lessee's sovereign immunity for the benefit of any party other than GCG, waive the sovereign immunity of any party except as specifically set forth herein, or waive the sovereign immunity of (i) any agency or affiliate of Lessee with a separate legal existence from Lessee or (ii) any official acting on behalf of Lessee, or such agency or affiliate, and within the scope of his or her official capacity. Lessee agrees not to, and waives any right to, revoke or limit, in whole or in part, the limited waiver of sovereign immunity contained in this Section 18 or in any way attempt to revoke or limit, in whole or in part, such limited waiver of sovereign immunity.

Definitions.

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(a) “*Claim(s)*” shall mean any dispute or claim between Lessee and GCG concerning this Lease, whether arising under law or in equity, whether arising as a matter of contract or a tort, whether seeking monetary damages (including interest on any award or judgment and attorneys’ fees or costs under Section 18.5 hereof), injunctive or declaratory relief or other remedies, and whether arising during or after the expiration or termination of this Lease.

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

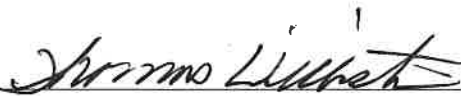
BE IT FURTHER ENACTED, by the Tribal Council that this Council Bill be cited as approval and authority that nothing contained herein is intended to, nor shall it be construed to, waive the sovereign immunity of the Nation or any of its affiliates or subsidiaries except as specifically set forth herein.

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 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.

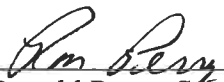
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CERTIFICATION

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 twelve (12) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma, on December 14, 2024. I further certify that the foregoing Council Bill CB- 19 - 25 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



Ronald Perry, Secretary
Choctaw Nation Tribal Council



Gary Batton, Chief
Choctaw Nation Tribal Council

Date: 12-18-24

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Purpose/Need of Council Bill: This bill approves the granting of a limited waiver of sovereign immunity from suit in favor of GCG and/or certain of its subsidiaries and affiliates, in accordance with the terms of a new Master Lease Agreement for provision of gaming machines across the Nation's gaming enterprise. This Council Bill supports the Nation's Tribal Strategy: Strengthen Financial Growth and Economic Sustainability.

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

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