

QAGAN TAYAGUNGIN TRIBE OF SAND POINT

RESOLUTION 01-07

WHEREAS, the Qagan Tayagungin Tribe of Sand Point (QT) wishes to assume the State of Alaska, Department of Transportation Lease to Lot 4, Block 100 on the Sand Point Airport (the "Ground Lease"); and

WHEREAS, QT owns the terminal building located on the Ground Lease (hereinafter the "Sand Point Airport Terminal Building"); and

WHEREAS, the State of Alaska, Department of Transportation requires certain conditions to be met as a condition of assuming the Ground Lease; and

WHEREAS, The Qagan Tayagungin Tribe of Sand Point Council has considered the Ground Lease and wishes to assume said lease; and

WHEREAS, as part of the assumption of the obligations of the lessee under the Ground Lease, the State of Alaska has requested a limited waiver of the sovereign immunity possessed by QT;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. QT hereby waives its sovereign immunity to suit, but only to the limited extent specifically set forth in this resolution.
2. Subject to the limitations in paragraph 5 below, QT waives its sovereign immunity in favor of the State of Alaska, and consents to suit against itself and its officials with regard to all causes of action that the State of Alaska may have, and to any defenses, cross-claims or counterclaims the State may raise in any action asserted by QT against the State, arising out of, or in connection with, the Ground Lease, including but not limited to awards of attorneys fees and costs in such action. QT also waives its immunity to any informal, administrative or non-judicial action by the State of Alaska with respect to any issue or cause of action that arises out of or is related to the Ground Lease or the enforcement of the Ground Lease's terms and conditions.
3. The duration of this waiver shall be for the duration of the Ground Lease, and any extensions or holdovers, plus any period of limitations after the Ground Lease expires or is terminated. If an unsatisfied judgment related to the Ground Lease exists at the time the Ground Lease is terminated, this waiver shall remain in effect for the statutory period allowed for execution of judgments then in effect.

4. QT, as part of this waiver, subjects itself to the exclusive jurisdiction of the Alaska State Courts with respect to any dispute or controversy related to the Ground Lease and this waiver of sovereign immunity and agrees that venue for any judicial or administrative proceeding shall be in the Third Judicial District, at Anchorage.

5. With respect to any order or judgment rendered against it by a court pursuant to the waiver of sovereignty herein, QT consents to enforcement and to execution against the Sand Point Airport Terminal Building, subject to whatever exemptions or exceptions exist under state law. Sovereign immunity is also waived in favor of the State to the extent that any order or judgment is rendered on claims that are covered by insurance that QT is required to procure by the Ground Lease or the Assumption of the Ground Lease. All other assets of QT are specifically and expressly excluded from this limited waiver of sovereign immunity from suit.

6. Sovereign immunity is waived by QT only as to the State of Alaska. Sovereign immunity is waived as to any other person or entity only to the limited extent that such person or entity is covered by insurance that QT is required by the Ground Lease to procure.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Qagan Tayagungin Tribe of Sand point, having duly considered the Ground Lease, hereby approves of the terms of said lease, and authorizes the Secretary/Treasurer, Sharon Hakala to negotiate and execute any and all necessary documents required to assume the Ground Lease, and furthermore,

*David
Sharon*

Represents and warrants that it has complete authority and has obtained all consents and approvals necessary to assume into the Ground Lease, and to bind itself to and perform each of its obligations under them. The Qagan Tayagungin Tribe of Sand Point Council agrees to indemnify, defend, and hold the State harmless with respect to any loss the State may suffer by reason of any claim that the assumption of the Ground Lease is invalid or unenforceable due to any lack of authority on the part of the Qagan Tayagungin Tribe of Sand Point Tribal Council, or the person(s) executing it, or due to proper consent by members or constituents of the Qagan Tayagungin Tribe of Sand Point.

CERTIFICATION

We, the undersigned members of the Qagan Tayagungin Tribe of Sand Point do hereby certify that the Qagan Tayagungin Tribe of Sand Point council is composed of (7) seven members of which ___ were present at a meeting held on the ___ day of August, 2001, and that the foregoing resolution 01-07 was duly adopted with an affirmative vote of ___ members, ___ against, and ___ abstaining.

David O. Osterback
David Osterback, QTT Council President

Jack R. Foster Jr.
Jack Foster Jr., Vice President

Sharon M. Hakala
Sharon Hakala, Secretary/Treasurer

Anne Christine Nielsen
Anne Christine Nielsen, Council Member

Dorothy McCallum
Dorothy McCallum, Council Member

Peggy M. Osterback
Peggy Osterback, Member

Edith I. Jacobsen
Edith I. Jacobsen, Member