United States Department of the Interior

TAKE PRIDE IN AMERICA

OFFICE OF THE SECRETARY
Washington, D.C. 20240

JUN 25 1999

Honorable Johnny C. Wauqua
Chairman, Comanche Indian Tribe
P.O. Box 908
Lawton, Oklahoma 73502

Dear Chairman Wauqua:

On May 14, 1999, we received the Compact between the Comanche Indian Tribe (Tribe) and the State of Oklahoma (State), dated July 12, 1990. We have completed our review of this Compact and conclude that it does not violate the Indian Gaming Regulatory Act of 1988 (IGRA), Federal law, or our trust responsibility. Therefore, pursuant to delegated authority and Section 11 of IGRA, we approve the Compact. The Compact shall take effect when the notice of our approval, pursuant to Section 11 (d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B), is published in the FEDERAL REGISTER.

Notwithstanding our approval of the Compact, Section 11(d)(1) of IGRA, 25 U.S.C. § 2710(d)(1), requires that tribal gaming ordinances be approved by the Chairman of the National Indian Gaming Commission (NIGC). Regulations governing approval of Class II and Class III gaming ordinances are found in 25 C.F.R. §§ 501.1-577.15 (1998). Pursuant to IGRA and the regulations, even previously existing gaming ordinances must be submitted to the NIGC for approval when requested by the Chairman. The Tribe may want to contact the NIGC at (202) 632-7003 for further information to determine when and how to submit the ordinance for approval by the NIGC.

In addition, if the Tribe enters into a management contract for the operation and management of the Tribe's gaming facility, the contract must likewise be submitted to, and approved by the Chairman of the NIGC pursuant to Section 11(d)(9) of IGRA, 25 U.S.C. § 2710(d)(9) and the NIGC's regulations governing management contracts. The Tribe may want to contact the NIGC for information on submitting the ordinance and the management contract for approval by the NIGC.

We wish the Tribe and the State success in their economic venture.

Sincerely,

Kevin Gover

Assistant Secretary - Indian Affairs

Enclosure

Identical Letter Sent to: Honorable Frank Keating
Governor of Oklahoma
Oklahoma City, Oklahoma 73105

TRIBAL-STATE COMPACT

This Tribal-State Compact ("Compact") is entered into this 12th day of July, ~~1989~~ 1990, by and between the Comanche Indian Tribe of Oklahoma, a federally recognized Indian Tribe ("Comanche") and the Honorable Henry Bellmon, Governor of the State of Oklahoma, acting for and on behalf of the State of Oklahoma ("State"), and is made pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701 et seq., p. 1. 100-497 ("IGRA").

WHEREAS, State permits and regulates the Pari-mutuel System of Wagering on Horse Racing pursuant to the Oklahoma Horse Racing Act, 3A O.S. Supp. 1987 §§ 200 et seq. ("the Oklahoma Act") and the Oklahoma Horse Racing Commission ("the Oklahoma Commission") Rules of Racing (Pari-Mutuel Edition) 1988 ("the Oklahoma Rules");

WHEREAS, the Pari-mutuel System of Wagering on Horse Racing is a type of "Class III Gaming" pursuant to Section 4(8) of IGRA;

WHEREAS, IGRA authorizes Indian tribes to engage in Class III Gaming on "Indian Lands," as defined in Section 4(4) of IGRA, within their jurisdiction provided that such gaming is permitted by the state and is conducted pursuant to a tribal-state compact;

WHEREAS, Comanche has duly enacted a Tribal Ordinance entitled "Comanche Horse Racing Ordinance" which ordinance authorizes the (Pari-mutuel System of Wagering on Horse Racing) on and within lands subject to the jurisdiction of Comanche, if conducted in conformity with an applicable tribal-state compact;

WHEREAS, Comanche has created a Comanche Horse Racing Commission (the "Commission") and has permitted and provided for

the regulation of the Pari-mutuel System of Wagering on Horse Racing pursuant to the provisions of the Comanche Horse Racing Act cited as _____ (the "Act") and the Comanche Horse Racing Commission Rules of Racing (Pari-Mutuel Edition) 1990 cited as _____ (the "Rules");

WHEREAS, the State is authorized to negotiate and enter into cooperative agreements with federally recognized Indian tribal governments pursuant to 74 O.S. Supp. 1989 §§ 1221 et seq.;

WHEREAS, Comanche and the State each recognize the sovereign authority and interests of the other in regulating gaming activities within their respective areas of jurisdiction and in assuring that the Pari-mutuel System of Wagering on Horse Racing is conducted fairly, honestly, professionally and in a manner that promotes the breeding and racing of horses in Oklahoma; and

WHEREAS, the parties hereto desire to enter into this Compact in compliance with the provisions of IGRA.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. Definitions. Except where the context otherwise requires, the capitalized terms employed in this Compact which are not otherwise defined shall have the same meanings ascribed to them in the Act and the Rules. The following terms are not defined in the Act or the Rules and shall have the meaning specified with respect thereto:

(A) "Chairman" is the Chairman of the National Indian Gaming Commission.

(B) "Secretary" is the Secretary of the Interior.

2. Purpose. The purpose of this Compact is to comply with the provisions of IGRA which require that the conduct of any Class III Gaming activity on Indian Lands of an Indian tribe be governed by a tribal-state compact negotiated between the tribe having jurisdiction over the Indian Lands and the state in which such lands are located.

3. Horse Racing Facility. Subject to the provisions of IGRA and the terms and conditions of this Compact, Comanche shall construct and operate a Horse Racing facility (the "Facility") upon the lands (the "Lands") which are described on **Exhibit "A"** attached hereto. The drawings and specifications of the Facility shall be approved by State pursuant to **Section 17(F)**.

4. Exclusivity. State shall have no regulatory or jurisdictional authority over the Facility and the activities connected therewith, except as provided by this Compact and IGRA.

5. Effective Date. This Compact shall be effective upon the last of the following events to occur:

(A) the enactment of a tribal ordinance (the "Ordinance") and the Act and the Rules by the appropriate governing body of Comanche authorizing the Facility and the Pari-mutuel System of Wagering on Horse Racing on tribal land or on land to be acquired and placed into the ownership of the United States in trust for Comanche;

(B) execution of this Compact by the parties;

(C) the submission by Comanche to State of the legal description of any land held or to be held by the United States in trust for Comanche upon which the Facility is to be located;

(D) approval of this Compact by the Joint Committee on State-Tribal Relations pursuant to 74 O.S. Supp. 1989 § 1221.C.;

(E) approval of this Compact and the Ordinance by the Secretary or the Chairman and publication in the Federal Register pursuant to the relevant sections of IGRA; and

(F) the satisfaction of the conditions set forth in Section 17 below.

6. Term of Compact. This Compact shall remain in full force and effect until one of the following events shall occur:

(A) This Compact is terminated by mutual consent of the parties.

(B) This Compact is determined to be invalid by a court of competent jurisdiction.

(C) Comanche duly adopts an ordinance or resolution revoking tribal authority to conduct the Pari-mutuel System of Wagering on Horse Racing upon tribal lands of the Comanche Tribe, as provided for under Section 11(d)(2)(D) of IGRA.

(D) The State amends its Constitution or laws to prohibit all persons, organizations, and entities from conducting the Pari-mutuel System of Wagering on Horse Racing anywhere within the State of Oklahoma for any purpose.

(E) This Compact is materially breached by either party hereto; provided, that, prior to any termination of this

Compact due to a material breach, Comanche shall have the right to an arbitration proceeding as set forth in Section 20.

7. Civil and Criminal Jurisdiction.

(A) Generally. Except as modified by this Compact and except where in conflict with the provisions of federal law, the provisions of the Act as set forth on Exhibit "B" attached hereto and the provisions of the Rules as set forth on Exhibit "C" attached hereto and all duly enacted rules, regulations, orders, policies and regulatory and enforcement practices of the Commission or its successor, which are now in existence or which may hereafter be enacted, adopted or from time to time amended as provided in Section 7(C) below, shall govern and apply to (i) the construction, maintenance and operation of the Facility; (ii) all activities occurring on the Lands directly or indirectly related to Horse Racing or the Pari-mutuel System of Wagering on Horse Racing; and (iii) all Persons, including Comanche, involved in the ownership, construction, maintenance or operation of the Facility or involved in the activities set forth in (ii) above. Parts (i), (ii), and (iii) above shall hereinafter be referred to as the "Compact Jurisdiction".

(B) Civil and Criminal Jurisdiction. Comanche hereby transfers to the State of Oklahoma concurrent civil and criminal jurisdiction, except for taxing authority, to enforce the Act and the Rules as provided in Section 8 below.

(C) Amendments. Comanche shall have full authority to amend or repeal the Act and the Rules and to enact, adopt or amend any other rules, regulations, orders policies and

regulatory and enforcement practices relating to the Compact Jurisdiction; provided, however, that any such amendments, enactments, adoptions or repeals (the "Amendment") shall, in order to become effective, be approved by the Governor of the State of Oklahoma; provided, further, that the Governor shall be deemed to have approved the Amendment if he fails to give Comanche written notice of his disapproval containing the reasons therefor within thirty (30) days of the original receipt of written notice from Comanche of the proposed Amendment. If the changes are not approved by the Governor, Comanche may ask for a review of such decision pursuant to the provisions of paragraph 20.

(D) Health, Safety and Building Codes. Pursuant to Section 7(A) above, the parties hereto acknowledge that all applicable federal and tribal statutes, orders, rules and regulations with regard to health and safety, building, zoning and planning, subdivision, air, water and noise pollution, waste disposal, emergency response, fire and building codes, occupational safety and health, and wage and hour shall govern and apply to the Compact Jurisdiction. In particular, Comanche shall comply with BOCA National Building Code, BOCA National Mechanical Code, BOCA National Plumbing Code, BOCA National Fire Prevention Code, BOCA National Existing Structures Code, BOCA National Private Sewage Disposal Code, BOCA National Energy Conservation Code, and National Electric Code, and any supplements or additions thereto; the National Fire Protection Association "Life Safety Code" and the rules and regulations of

the Oklahoma State Fire Marshall. In addition, the statutes, orders, rules and regulations of the State of Oklahoma relating to the above-described matters shall be in addition to federal and tribal statutes, orders, rules and regulations and shall apply to the Compact Jurisdiction when not in conflict with the relevant federal and tribal standards. In no event shall tribal standards be less than federal or state standards.

(E) Cross Deputization. The parties hereto, to the extent they are not foreclosed by law, agree to enter into cross deputization agreements as may be necessary and proper to facilitate the enforcement of the concurrent civil and criminal jurisdiction created herein with regard to the Compact Jurisdiction.

(F) Non-Discrimination in Enforcement. In exercising the authority granted herein, State shall not improperly discriminate against Comanche, shall exercise the jurisdiction granted to it under this Compact and shall grant such approvals as may be required in the same manner as a similarly situated state-licensed Horse Racing facility.

8. Criminal Violation of Act or Rules. Any criminal violation of the Act or Rules by any participant, commissioner, occupational licensee or other individual or business described in the Act or Rules as now constituted or as subsequently amended pursuant to Section 7(c) shall be deemed a violation, not only of Comanche law, but also a violation of the laws of the State of Oklahoma, which shall be enforeceable in a court of competent jurisdiction. Notwithstanding the foregoing, citizens of Comanche shall not be barred from serving on the Commission by

reason of their status as citizens of Comanche, even though they may have an indirect financial interest in the Facility as a result of that status.

9. Material Breach of Compact. In the event of a dispute with respect to or alleged violation of the compact terms between the State and Comanche, either shall have the authority pursuant to the provisions of Section 20 to institute a proceeding against the other for such alleged violation or breach of the compact provisions.

10. No Grant of General Jurisdiction to State. Nothing contained in this Compact grants, or shall be construed to grant, to the State of Oklahoma or any agency, department or commission thereof, general State civil regulatory or taxing authority, or criminal jurisdiction, over Comanche or its lands, property, members or activities, except as expressly authorized under this Compact.

11. Concurrent Tribal Authority. Unless expressly prohibited under the terms and conditions of this Compact, nothing contained herein shall preclude Comanche from exercising such additional and concurrent governmental authority as it may otherwise possess over the Compact Jurisdiction.

12. Scope of Compact. The parties hereto acknowledge that this Compact shall relate solely to the conduct of (Horse Racing and the Pari-mutuel System of Wagering on Horse Racing on the Facility) having the specifications as approved by State under Section 17(F) below (the "Specifications"). Comanche shall make no material modification of the Facility, including without

limitation any expansion of the Facility, which modification would cause the Facility to fail to meet the Specifications (under Section 17(F)), unless such modification is made pursuant to the approval of State.

13. Licenses; Management Contracts. Except as required under Section 17 below, Comanche shall not be required to obtain any "organization license" from State or to pay any organization license fee in order to construct, maintain or operate the Facility. Additionally, Comanche shall not be required to obtain any license or approval from State with regard to any contract with a management company which may operate the Facility; provided, however, that Comanche shall comply with all relevant sections of IGRA with regard to the approval of the Ordinance by the Secretary or Chairman and the approval of any contract with a management company by the Chairman or the Secretary. Notwithstanding the foregoing, Comanche shall make available to State complete information on any person or entity who is involved financially with Comanche, and State shall be entitled to do its own review of the person's or entity's background to determine compliance with rules and regulations of IGRA and the Commission.

Although Comanche shall not be required to obtain an "organization license" from the Oklahoma State Horse Racing Commission under the terms and conditions of this Compact, the term "organization licensee" and similar terms, as used in the Act and the Rules, shall include Comanche as owner of the Facility.

14. Licensing of Personnel. Every person employed at the Facility required to be licensed pursuant to the Rules shall:

(A) hold a valid license issued by the Commission;

(B) have the requisite approval, if any, of the Secretary or the Chairman pursuant to IGRA; and

(C) any person or business found disqualified from participation in the project using the same standards as are applicable in a State-licensed horse racing facility shall also be prohibited by Comanche from particpating in the Comanche project.

15. Distribution of Takeout. The parties recognize and agree that, pursuant to IGRA, State may not impose or collect any tax, fee, charge or assessment from Comanche derived from the Compact Jurisdiction. The distribution of the takeout derived from the Pari-mutuel System of Wagering on Horse Races placed at the Facility shall be made in accordance with the Act and Rules. The Facility's distribution of purses for participating horses shall be limited to the percentage of the total amount wagered as authorized under the Act, subject to the right of Comanche to amend the Act as provided in Section 7(C). Further, the Facility's distribution to the wagering public shall be limited to the percentage of the total amount wagered as authorized under the Act.

16. Distribution of Ticket Tax. Comanche shall impose a tribal tax of ten percent (10%) of the amount received by Comanche for tickets for admission to the Facility. The proceeds of such tax shall be distributed as follows:

(A) fifty percent (50%) shall be apportioned to the General Revenue Fund of the Comanche Indian Tribe to be used in accordance with §11(b)(2)(B) of IGRA;

(B) twenty-five percent (25%) shall be apportioned to the Comanche County schools; and

(C) twenty-five percent (25%) shall be apportioned to Comanche County.

17. No County Election. The provisions of Section 209 of the Oklahoma Act, requiring a county-wide election before a parimutuel racetrack can be licensed by the Oklahoma Commission, shall not apply to the construction, maintenance and operation of the Facility.

18. Payment of State Costs. Comanche agrees that any and all costs incurred by the State of Oklahoma or its subdivisions in the administration of this Compact shall be fully reimbursed to the appropriate agency within 30 days of billing. If required by the Agency, Comanche agrees to place a deposit in advance which shall be an amount that can reasonably be expected to cover the cost of performing the required work. Such costs may include but are not limited to inspections, permits, utility assessment, law enforcement, fire or ambulance service.

19. Conditional Execution. The execution of this Compact is expressly conditioned upon the following:

(A) Economic Feasibility Study. Comanche shall present to State the report of William L. Haralson & Associates, Inc., the findings of which report shall indicate the economic feasibility of the Facility. Such report shall contain estimates

of expenses and revenues of the Facility, short- and long-term profitability of the Facility, and the effect of the Facility on other racing facilities located in the State of Oklahoma, and shall utilize pro formas and operational data from other Horse Racing facilities in Oklahoma, to the extent available.

(B) Environmental Requirements. Comanche shall meet any and all applicable requirements of federal statutes, orders, rules and regulations with regard to air, water and noise pollution, waste disposal, and emergency response, including without limitation any licenses or permits, or requirements that an environmental impact analysis of any type be done.

(C) Trust Status of Lands. The Lands on which the Facility is to be located shall be placed into the ownership of the United States in trust for Comanche and shall meet the requirements of §20 of IGRA.

(D) Ordinance. The Ordinance shall be approved by the Secretary or Chairman pursuant to §11(d)(1)(A) of IGRA, and published in the Federal Register pursuant to Section 11(d)(2)(B) of IGRA.

(E) Financial Requirements. Comanche shall be the owner of the Facility and shall be responsible for the economic integrity of the Facility. A financial plan shall be submitted to State for evaluation and shall include information on all parties involved in the investment of or lending to the Facility.

(F) Approval of Facility. Comanche shall submit to State tentative approvals thereof by the State Fire Marshal of the State of Oklahoma or an approved plan of correction under

State Fire Regulations relating to all existing physical facilities within the Enclosure proposed to be operated by Comanche and preliminary design and outline specifications of all new facilities or additional improvements to such facilities which are proposed to be made; approvals of appropriate Health Department authorities; and provisions for handicapped persons approved by the Oklahoma Department of Human Services.

(G) Bonding and Insurance. Comanche shall be subject to the organizational bond requirement set forth in the Rules. Comanche shall further provide State with a certificate of adequate liability insurance satisfactory to State. Such liability insurance shall be at least that amount of insurance carried by similarly situated State-licensed Horse Racing facilities which generate a similarly sized handle as that projected by Comanche. Any additional insurance may be carried at the option of Tribe.

In addition, Comanche shall follow all applicable standards of IGRA, including without limitation Sections 11(b) and (d) of IGRA.

20. Opinion of Counsel

(H) Prior to the effective date of this Compact, there will be delivered to State a written opinion or opinions from counsel for Comanche, dated as of the effective date, to the effect that (i) Comanche has the full power and requisite authority necessary for the execution, delivery, and performance of its obligations under this Compact and any other document, agreement, certificate, or instrument executed by it in connection with this Compact, (ii) the executed Compact is valid and binding

upon Comanche, and enforceable in accordance with its terms, (iii) Comanche has duly authorized the taking of any and all action necessary to carry out and give effect to the transactions contemplated to be performed on its part by this Compact, and (iv) the transactions contemplated by this Compact will not violate any of the laws of the United States of America.

(I) Prior to the effective date of this Compact, Comanche will be furnished a copy of an opinion from the Attorney General of Oklahoma that (i) State has the full power and requisite authority necessary for the execution, delivery, and performance of its obligations under this Compact and any other document, agreement, certificate, or instrument executed by it in connection with this Compact, (ii) the executed Compact is valid and binding upon State and enforceable in accordance with its terms, (iii) State has performed all conditions precedent required by this Compact and State has or will timely take action necessary to effectuate its obligations under this Compact subject to Oklahoma law and IGRA, and (iv) this Compact may be fulfilled under the law of Oklahoma and the transactions contemplated hereby will not violate any law of the State of Oklahoma; provided, however, that the requirement of State to provide the opinion described herein may be waived by Comanche.

21. Indemnification. Comanche shall indemnify, protect, defend, and save harmless State from any and all loss, damage, liability, cost or expense arising from the negligence, breach of duty or wrongful misconduct of its employees, servants or agents, except for gross negligence or intentional misconduct, resulting

from the performance of this Compact. The provisions of this Section shall survive the termination of this Compact only as to matters arising prior to the termination of this Compact.

22. Dispute Resolution. Any controversy, disagreement or dispute between State and Comanche with regard to any matter arising under the Act or the Rules or with regard to any interpretation of the terms and conditions of this Compact shall be initially submitted to the Commission for its deliberation and resolution. The Commission must act on such matter within ninety (90) days of the submission thereof.

Upon the decision of the Commission, or if said ninety (90) day period has terminated without any decision, either party may submit the above-described matters to arbitration in Lawton, Oklahoma, which arbitration shall be conducted in accordance with the rules of the American Arbitration Association and in accordance with the following procedures:

Each party shall appoint one arbitrator and the two arbitrators so appointed shall select a third arbitrator. If either party fails to appoint an arbitrator within thirty (30) days of notice by the other that arbitration is sought, the appropriate United States District Court (or Oklahoma district court if a federal court determines that it lacks subject matter jurisdiction over the cause of action) shall be requested to appoint such arbitrator. The arbitrators shall consider the evidence presented to them by the parties and the decision of a majority of the three arbitrators shall be binding upon both parties, subject to the right of both Comanche and State to

appeal their decision pursuant to the provisions of Section 21. Absent such appeal, the judgment upon the decision rendered by the arbitrators may be entered in and enforced by the appropriate court pursuant to the provisions of Section 21. All costs of the arbitrators shall be shared by Comanche and State equally.

23. Judicial Review and Enforcement. Judicial review or enforcement of any arbitration decision rendered pursuant to Section 20 of this Compact shall be had solely in the appropriate United States District Court; provided, however, that such judicial review or enforcement may be had in the appropriate district court of the State of Oklahoma only if a federal court first determines that it lacks subject matter jurisdiction over the cause of action. State and Comanche hereby waive their respective sovereign immunity only to the limited extent necessary to allow the other party to seek such judicial review under this Compact.

24. Governing Law. This Compact shall be governed by and construed in accordance with the laws of the United States; provided, however, that the Act and the Rules and those provisions of the laws, rules and regulations of the State of Oklahoma expressly incorporated into this Compact shall be construed in accordance with the laws of the State of Oklahoma and Comanche.

25. Changes in Applicable Law. The parties hereto acknowledge that the Pari-mutuel System of Wagering on Horse Racing is a permissible Class III gaming activity, within the meaning of IGRA, under the current law of the State of Oklahoma. The parties recognize, however, that subsequent changes in Oklahoma

or federal law may affect the scope of such permissible activity. In the event of any change in Oklahoma or federal law which any party hereto believes materially affects the validity of this Compact, in whole or in part, or which expands or diminishes the permissible type of gaming activities under this Compact, that party shall notify the other party, in writing, of that belief and request a meeting, to be scheduled within 30 days thereafter. The parties shall thereupon meet to discuss the changes in the law and the impact, if any, on this Compact. As a result of that meeting, or any subsequent negotiations, the parties, within 180 days following the initial notice, shall either:

(A) agree that no modifications to the Compact are required;

(B) agree that modifications to the Compact are required and execute such modifications; or

(C) if no agreement can be reached by the parties as to the legal effect of the change in the law, either party shall be authorized to bring suit against the other, in a federal court of competent jurisdiction, seeking a declaratory judgment as to the effect of the change in the law and the modifications to the Compact required by such change.

26. Concessions. Comanche agrees that the sale of concession items at the Comanche facility, including but not limited to food, beverages, and cigarettes, will be sold at prices that are competitive with the prices at which similar items are sold in the greater Lawton, Oklahoma area. Any dispute

concerning Comanche's pricing policies shall be subject to arbitration under Section 22 of this Compact.

27. Further Assurances. State and Comanche shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Compact.

28. Assignment of Compact By State or Comanche. State and Comanche may not assign any of their respective rights, titles, or interests in this Compact, nor may State and Comanche delegate any of their respective obligations and duties under this Compact, except as expressly provided herein or with the written approval of the other party.

29. Invalid Provisions. If any clause, provision, or section of this Compact shall be ruled invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions.

30. No Joint Enterprise. By the execution or performance hereof, no relationship of co-partnership or joint venturer or other joint enterprise shall be deemed to be now or hereafter created between State and Comanche.

31. Entire Agreement; Successors and Assigns. This Compact contains the entire agreement of the parties hereto with respect to the matters covered by this Compact and no other statement, agreement, or promise made by any party, officer, or agent of any

party shall be valid or binding. This Compact shall be binding upon the successors and assigns of the parties hereto.

32. Amendments. This Compact shall be amended solely by written agreement of the parties and with the approval of the Secretary of the Interior.

33. Notice. Any notice required or sought to be given by one party to the other under this Compact shall be delivered personally or by certified mail, return receipt requested, or by commercial overnight courier service, addressed as follows:

For Comanche: Comanche Indian Tribe of Oklahoma
Attn: Chairman
P. O. Box 908
Lawton, Oklahoma 73502

For State: Governor
212 State Capitol Building
Oklahoma City, Oklahoma 73105

34. Authority to Execute. Each of the undersigned represents to each of the other parties that he is duly authorized and has the authority to execute this agreement on behalf of the party for whom he is signing.

35. Approval of Governor. Upon approval by the Governor, this Compact shall be forwarded immediately to the joint legislative committee for its review pursuant to 74 O.S. Supp. 1989 § 1221.C.

IN WITNESS WHEREOF, the parties hereto have executed this Compact as of the date first set forth above.

COMANCHE INDIAN TRIBE OF OKLAHOMA

Date: July 12, 1990 By: _____
Kenneth L. Saupitty, Chairman

Date: July 12, 1990 By: _____
Milton Sovo, Jr., Sec./Treas.

STATE OF OKLAHOMA

Date: May 24, 1990 By: Henry Bellmon
Governor Henry Bellmon

Date: July 12, 1990 By: Enoch Kelley Haney
Enoch Kelley Haney,
Chairman of the Joint
Committee on State-Tribal
Relations

APPROVED:

Date: June 25, 1990 By: _____
Secretary of Interior