

**AMENDMENT TO MOTOR VEHICLE LICENSING COMPACT BETWEEN THE
CHEROKEE NATION AND THE STATE OF OKLAHOMA FOR LANDS LOCATED
OUTSIDE THE COMPACT JURISDICTIONAL AREA OF THE CHEROKEE NATION**

WHEREAS, the Cherokee Nation (the “Nation”) and the State of Oklahoma (“State”) are parties to a certain Motor Vehicle Licensing Compact (the “Compact”), filed August 16, 2013, effective August 16, 2013, and

WHEREAS, the Compact is scheduled to automatically renew for a period of ten years, on August 16, 2023, unless prior to that date either of the parties gives written notice to the other that the Compact shall not be renewed; and

WHEREAS, Section 8(d) allows the parties by mutual, written agreement to establish a later termination date and to otherwise modify the agreement; and

WHEREAS, by letter dated August 4, 2023, the State, through the Governor, offered to extend the Compact for one (1) year, through August 16, 2024, subject to the explicit agreement that the mutual understanding of the terms of the compacts when entered in 2013 shall control the compact relationship through August 16, 2024, or until the parties agree otherwise or unless otherwise expressly set forth herein; and

WHEREAS, the parties desire to maintain the Compact relationship to allow for additional time to discuss and negotiate a new, long-term compact; and

WHEREAS, the parties execute this amendment without waiver or prejudice to either party’s rights and immunities under law except as expressly provided and solely for the purposes of ensuring compliance with the Compact’s terms.

NOW, THEREFORE, in consideration of the premises, the parties agree that the Compact should be amended as follows:

1. Amendment: Subsection 8(a) of the Compact shall be stricken in its entirety and replaced by the following language:

This Compact shall remain in effect for a period of one (1) year, commencing on August 16, 2023, and shall automatically renew for a ten (10) year period unless prior to the end of the term either of the parties gives written notice to the other that the Compact shall not be renewed.

2. Amendment: Section 9 of the Compact shall be stricken in its entirety.
3. Amendment: The following language shall be incorporated into the Compact as subsection 5(f):

Upon request by the Oklahoma Turnpike Authority (“OTA”), the Nation shall transmit current motor vehicle ownership and registration information, inclusive of owner name and address, associated with all Tribal Motor Vehicle Licenses identified by the OTA through its video toll collection system used to charge and collect tolls from owners of vehicles imaged using the State’s turnpike system. The Nation shall transmit the motor vehicle ownership information and registration information to the OTA no later than 5 days after a request so that the OTA can carry out its essential governmental function of the State to operate turnpike projects, including the collection of tolls for the use of turnpike projects. Unless otherwise expressly agreed in writing by the Nation and OTA, the Nation shall bear any costs in implementing this subsection for the provision of information to the OTA, including the establishment of a system for the electronic exchange of information.

4. Miscellaneous:
 - A. The parties shall cooperate in seeking all necessary approvals and its execution;
 - B. The parties represent that each is authorized to agree to this Compact extension and that it is the binding obligation of the parties upon their execution as provided below; and
 - C. Except as specifically extended hereby, the remaining provisions of the Compact are deemed unchanged and will remain in full force and effect, subject to the explicit agreement that the mutual understanding of the terms of the compact when entered in 2013 shall control the compact relationship, except as otherwise expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Compact in duplicate on the date shown below. This Amendment will be effective on the last date signed.

STATE OF OKLAHOMA

KEVIN STITT, GOVERNOR

DATE

Attest:

Brian Bingman,
Secretary of State

CHEROKEE NATION

CHUCK HOSKIN, JR., PRINCIPAL CHIEF

DATE

Notary Signature _____
Notary (name and Number)