

COMANCHE

Comanche Business Committee Special Meeting

DATE: March 28, 2025 TIME: 10:00 AM

CODE TALKER CONFERENCE ROOM

I. Call to Order: Forrest Tahdooahnippah, Chairman

II. Roll Call

- ☐ Forrest Tahdooahnippah, Chairman
- ☐ Diana Doyebi-Sovo, Vice Chairwoman
- ☐ Robert Tippeconnie, Secretary/Treasurer
- ☐ Hazel Tahsequah, Committeewoman No. 1
- ☐ Ross Kahrahrhah, Committeeman No. 2
- ☐ Alice Kassanavoid, Committeewoman No. 3
- ☐ Jordan Fox, Committeeman No. 4

Invocation

III. New Business

Resolution No. 51-2025- CBC Resolution Approving Guaranty with Liberty National Bank

IV. Adjourned



**A COMANCHE NATION BUSINESS COMMITTEE RESOLUTION APPROVING
GUARANTY BETWEEN THE COMANCHE NATION AND LIBERTY NATIONAL
BANK**

WHEREAS, the Comanche Nation is a federally-recognized Indian Tribe with a Constitution approved by the Secretary of the Interior on January 9, 1967, to safeguard tribal rights, powers, and privileges to improve the economic, moral, educational, and health status of its members; and

WHEREAS, the Comanche Nation Constitution, Article 6, Section 7, establishes the Comanche Business Committee as the duly elected official body designated to conduct business for and on behalf of the Comanche Nation in a legal quorum; and

WHEREAS, [REDACTED], a Delaware limited liability company wholly owned by the Comanche Nation, was created to acquire real estate on behalf of the Comanche Nation and has negotiated for the following three properties to be financed (the "Properties")

- 1) **Sure Stay by Best Western -1125 E Gore Blvd. Lawton, OK 73501**
- 2) **Extended Stay-1127 E Gore Blvd., Lawton, OK 73501**
- 3) **Arrowhead Apartments-1127 E Gore Blvd., Lawton, OK 73501**

WHEREAS, to finance the purchase of the Properties, [REDACTED] seeks to execute a Business Loan Agreement dated March 28, 2025, with Liberty National Bank, an Oklahoma banking corporation; and

WHEREAS, Liberty National Bank is willing to extend to [REDACTED] the credit accommodations described in the Business Loan Agreement subject to the condition, among others, that the Comanche Nation execute a Guaranty for the prompt payment and performance of [REDACTED] obligations; and

WHEREAS, Section 19 of the Guaranty between Liberty National Bank and the Comanche Nation contains a limited waiver of sovereign immunity; and

WHEREAS, by enacting Tribal Council Resolution TC-06-24, the Comanche Nation Tribal Council authorized the Comanche Business Committee to approve a contract on behalf of the Comanche Nation containing a waiver of sovereign immunity only under the following conditions:

- 1) Any waiver of sovereign immunity to suit shall be limited to monetary damages not to exceed [REDACTED] as of January 25, 2025, but adjusted for inflation each fiscal year;
- 2) Such waiver shall be limited to claims for breach of contract, and shall not apply to any other claim arising in law or equity;

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- 3) Such waiver shall be limited to expectation damages, and shall not apply to consequential, special, liquidated, punitive, or other damages, including attorney's fees;
- 4) Such waiver shall be for the courts of the Comanche Nation, but the Comanche Business Committee has discretion to agree to arbitration or other venues; and
- 5) Any contract containing a limited waiver of sovereign immunity shall be approved as to form by the Tribal Attorney;

WHEREAS, the Guaranty between the Comanche Nation and Liberty National Bank contains the following provisions that satisfy the above requirements:

- 1) Any monetary award for breach of the Guaranty shall not exceed [REDACTED] the exact amount specified in the Loan Agreement, plus accrued and unpaid interest;
- 2) Enforcement is limited to the award of monetary damages resulting from the breach of the Guaranty contract only and shall not apply to any other claim arising in law or equity;
- 3) This waiver is limited to expectation damages and shall not apply to consequential, special, liquidated, punitive, or other damages, including attorney's fees, costs and expenses or any other claims arising in law or equity;
- 4) Any legal action or proceeding with respect to this guaranty or the loan documents may be brought in the District Court of Comanche County, Oklahoma, or in the United States District Court for the Western District of Oklahoma;
- 5) The Guaranty has been approved as to form by Mike McBride III, Comanche Nation Tribal Attorney;

NOW, THEREFORE BE IT RESOLVED, the Comanche Business Committee, hereby authorizes Comanche Nation Chairman Forrest Tahdooahnnippah and Comanche Nation Tribal Attorney Mike McBride III or their assigns to execute the Guaranty between the Comanche Nation and Liberty National Bank on March 28, 2025.

CERTIFICATION

The foregoing resolution was adopted at a special meeting of the Comanche Business Committee held on March 28, 2025, at the Comanche Tribal Complex, Lawton, Oklahoma, by a majority vote of ____ for, ____ against and ____ abstaining, a legal quorum being present.

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Forrest Tahdooahnippah, Chairman

ATTEST:

Robert Tippeconnie, Secretary/Treasurer