



**MENOMINEE NATION
MENOMINEE TRIBAL LEGISLATURE
ORDINANCE NO. 24-15**

Final Approval:

BE IT ORDAINED BY THE LEGISLATURE OF THE MENOMINEE INDIAN TRIBE OF WISCONSIN:

1. Pursuant to the Menominee Constitution, Article X, Section 1, and Menominee Tribal Code Chapter 138, Article I HEARTH Act general leasing provisions, the following commercial lease of Tribal land is hereby authorized:

Commercial Lease Request

(Please see the attachment)

CERTIFICATION

The undersigned officers of the Menominee Tribal Legislature hereby certify that at a meeting of the Legislature on May 2, 2024, at which a quorum was present, the above Ordinance No. 24-15 was **duly adopted** by a vote of **8** for, **0** opposed, **0** abstentions, and **1** absent.

We further certify that this Ordinance has been posted in accordance with the Constitution and Bylaws of the Menominee Indian Tribe of Wisconsin.

A blue ink signature of Gena Kakkak, Tribal Chairwoman, written over a horizontal line.

**Gena Kakkak, Tribal Chairwoman
MENOMINEE INDIAN TRIBE OF WISCONSIN**

A blue ink signature of Spencer Gauthier, Tribal Secretary, written over a horizontal line.

**Spencer Gauthier, Tribal Secretary
MENOMINEE INDIAN TRIBE OF WISCONSIN**

DATE: MAY 2, 2024

Commercial Lease Request

Menominee Indian School District

LOT 1 BEING THAT PART OF PARCEL NO.1, VOLUME NO. 2, PAGES 195-196, CERTIFIED SURVEYS, MENOMINEE COUNTY RECORDS; BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, ALL IN TOWNSHIP 28 NORTH, RANGE 15 EAST, IN MENOMINEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 16, OF THE ASSESSORS PLAT NO. 1, OF THE UNINCORPORATED VILLAGE OF KESHENA; THENCE S.06°06'0"W. ALONG THE WEST LINE OF S.T.H. 47-55, 437.42 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUE ON THE SAME LINE 63.83 FEET; THENCE FOLLOWING A HIGHWAY CURVE TO A POINT, THE CHORD OF WHICH BEARS S. 05°29'17"W. 245.52 FEET; THENCE N.72°45'34"W. 310.37 FEET; THENCE N.86°41'48"W. 660.31 FEET TO THE WEST LINE OF SAID CERTIFIED SURVEY MAP; THENCE FOLLOWING THE WEST LINE OF SAID CERTIFIED SURVEY MAP N.11° 47'12"E. 238.73 FEET; THENCE S.89°25'36"E. 75.00 FEET; THENCE S.88°52'11"W. 496.32 FEET; THENCE S. 81°15.0'E. 370.13 FEET TO THE PLACE OF BEGINNING.

EXCEPTING LOT 2, THAT PART OF PARCEL NO.1, VOLUME NO. 2, PAGES 195-196, CERTIFIED SURVEYS, MENOMINEE COUNTY RECORDS; BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, ALL IN TOWNSHIP 28 NORTH, RANGE 15 EAST, IN MENOMINEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 16, OF THE ASSESSORS PLAT NO. 1, OF THE UNINCORPORATED VILLAGE OF KESHENA; THENCE S.06°06'0"W. ALONG THE WEST LINE OF S.T.H. 47-55, 437.42 FEET; THENCE S. 81°15.0'E. 370.13 FEET TO THE PLACE OF BEGINNING; THENCE S.88°52'11"W. 496.32 FEET; THENCE CONTINUE ALONG THE WEST LINE OF SAID CERTIFIED SURVEY MAP, N.06°34'24"E 427.91 FEET TO THE NORTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE FOLLOWING THE NORTH LINE OF SAID CERTIFIED SURVEY MAP S.86°59'06"E. 530.55 FEET; THENCE S.06°06.0'W. 157.99 FEET; THENCE S.23°20'54"W. 134.66 FEET; THENCE S.06°06.0'W. 115.94 FEET TO THE PLACE OF BEGINNING.

COMMERCIAL LEASE

This Commercial Lease (as amended, supplemented, or restated from time to time in accordance herewith, the "Lease") is entered into as of the ___ day of _____, 2024, by and between Menominee Indian Tribe of Wisconsin ("Lessor"), a federally recognized Indian Tribe 25 U.S.C. §§ 903-903f, and Menominee Indian School District ("Lessee").

This Lease is entered into for business and commercial purposes.

1. Premises

For the Term hereinafter defined, Lessor hereby leases to Lessee and Lessee leases from Lessor, for the consideration and upon the terms and conditions hereinafter set forth, that certain real property situated on the Menominee Indian Reservation and held in trust by the United States solely for the benefit of Lessors, consisting of (10.5) acres, more or less, and legally described on EXHIBIT A (the "Premises"), subject only to the permitted encumbrances set forth therein.

2. Purpose

This Lease is the product of an exchange of land between Lessee and Lessor in accordance with MITW Constitution and Bylaws Article X, Section 1. This Lease is solely and exclusively for business and commercial purposes, and throughout the term of this Lease, Lessee shall have the sole and exclusive rights to use the Premises for commercial activities.

(a) Use. It is mutually agreed by Lessee and Lessor that the express purpose of this lease is for a recreational area for educational purposes and will be used in accordance with all zoning and other land use restrictions, and all other terms of this Lease and applicable law. Lessee is expressly prohibited from expanding the premises, constructive possession, and the construction of any improvements, permanent or temporary beyond the described and recorded Premises.

(b) Legal Compliance. Lessee will not use or cause to be used any part of the Premises for any unlawful conduct or purpose; provided that Lessee may contest in good faith any claim of a legal violation as long as (i) Lessee prosecutes its contest diligently and in good faith, (ii) none of the Lessor, Secretary of the Interior ("Secretary") or United States is in imminent jeopardy of liability and (iii) the Premises are not in danger of forfeiture or encumbrance. In the event of any such contest, Lessee shall indemnify, defend and hold Lessor harmless from and against any claim, damage or expense on account thereof. Lessee must comply with all applicable laws, rules, regulations, and policies.

3. Term

Subject to earlier cancellation of this Lease as herein provided, this Lease shall be in effect for the following periods of time (collectively, the "Term"):

(a) Initial Term. The initial Term of this Lease shall be twenty-five (25) years ("Initial Term"), commencing on the date the Lease is executed by the authorized Tribal Official following the approval by the Menominee Tribal Legislature (the "Commencement Date"). The commencement date shall also be the lease effective date.

(b) Renewal Period. As long as Lessee is not in material breach of any term or provision of this Lease, the Lessee shall have the right, at its option, to extend the Term for two (2) additional period of twenty-five (25) years ("Renewal Period") upon the same terms and conditions as are applicable during the Initial Term. Lessee may exercise this option by notifying Lessor and the Secretary in writing not less than 180 days before the end of the Initial Term of such exercise and the length of the Renewal Period.

(c) Covenant of Quiet Possession. Lessor represents, warrants and covenants that, subject to Lessor's remedies under Section 18 due to breach of this Lease by Lessee and all other provisions of this Lease, Lessee shall have and enjoy quiet and undisturbed possession of the Premises during the Term.

4. Lease Fee

In consideration of the granting of this lease, the lessee shall:

(a) Transfer to lessor in fee simple absolute the property described known as Menominee Indian Middle School property located at N3455 STH 47, Neopit, WI 54150, free of encumbrances and with evidence of merchantable title in accordance with MITW Constitution and Bylaws Article X Section 1. Lessee warrants that no condition exists on the property which would constitute a violation of any Tribal State or Federal environmental law, regulation or standard; and,

(b) Pay to the lessor an annual sum in the amount of one dollar (\$1.00) with said fee to be paid prior to delivery of this lease to said lessee and on or before each anniversary date thereafter. It is understood and agreed between the parties that, if any installment of the lease fee is not paid within 30 (thirty) days after becoming due, interest at a rate of twelve (12) percent annum will become due and will run until said lease fee is paid. The lease fee shall be paid to the Menominee Indian Tribe of Wisconsin at P.O. Box 910 Keshena, WI 54135.

(c) The Lessor reserves the right to cancel this lease, if property known as Menominee Middle School property located at N3455 STH 47, Neopit, WI 54150 is not transferred in fee simple absolute within 90 days of the execution of this lease.

5. Development, Alterations; Repairs; Maintenance; Operation

Lessee shall be solely responsible, at its expense, for the repair and condition of the Improvements all of which shall be at Lessee's absolute discretion, provided that Lessee shall keep the same in a reasonably safe condition and in compliance with Section 2(b), and any other requirements of this Lease.

(a) No Obligation by Lessor. Lessor shall not be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature or description to, the Improvements or any part thereof, whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen.

(b) Nonresponsibility of Lessor. Nothing in this Lease shall be deemed to be, or construed in any way as constituting, the consent or request of Lessor or the Secretary expressed or implied, by inference or otherwise, to any person for the performance of any

labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the Premises or to any improvements thereon or any part thereof.

(c) Existing Improvements. Lessee accepts the Premises "as is", "where is" and "with all faults" as of the date hereof, without any obligation of Lessor to remove existing buildings or the improvements, personal property or debris, if any.

(d) Permits. Prior to the commencement of construction of any Improvements, Lessee, at its sole cost and expense, shall obtain all necessary licenses, permits approvals and authorizations from all Tribal, federal and other agencies having jurisdiction over construction and/or operation of the Premises that can be obtained and are required prior to such commencement. Thereafter Lessee shall be responsible for obtaining all permits required to complete such construction and engage in such operation.

(e) Development Plan

Intentionally Omitted

(f) Notice to Tribal Utilities and Environmental Services Department.

Intentionally Omitted

(g) Parking Area. Lessee is responsible for maintenance of any parking area in a reasonably safe condition, including, but not limited to snow and ice removal and control.

(h) Covenant of Continuous Operation. Lessee covenants that the Premises shall be used by Lessee, continuously during the term of this Lease.

6. Responsibility for Costs

(a) Development Costs. All costs and expenses of the planning, construction, operation and maintenance of the Facility, as well as any necessary site reclamation, shall be the responsibility of and paid by Lessee. These costs and expenses shall include, but not be limited to, any and all costs associated with any necessary permitting, environmental studies, appraisal and survey work, labor, equipment and materials structures, utilities, offsite Improvements, insurance and any surety bonds. In addition, Lessee shall be responsible for conducting its own marketing program and providing for the day-to-day operation and maintenance of the Facility.

(b) Lessor Not Responsible. Lessor shall not assume any liability or responsibility with respect to either repayment of any financing, or planning, permitting construction or operation of the Facility. All such liability and responsibility shall be borne solely by Lessee. Lessor shall not authorize the imposition of any liens or encumbrances on any real property constituting a part of the Premises.

7. Insurance Lessee is solely responsible for payment of all insurance and shall continuously maintain fire and damage insurance, builder's risk insurance, and public liability insurance.

(a) All policies of insurance obtained by Lessee, as required by this Section, shall name the Lessor and the United States, as additional insured.

(b) Evidence of Insurance. Evidence, reasonably acceptable to Lessor of any such insurance coverage required by this Section, and any changes in coverage, shall be furnished to Lessor. Lessee reserves the right to require additional property and/or liability coverage of any sublessee under a sublease of this Lease to provide, among other things, coverage in amounts as may be necessary to protect any Improvements on the leased premises as such sublessee may propose to construct.

8. Compliance with Tribal and Federal Environmental Regulations

It is agreed that it shall be the responsibility of Lessee, at its sole cost and expense, to comply with all tribal and federal environmental protection requirements and to satisfy any state and/or local environmental protection requirements to the extent such requirements are determined applicable to the Lessee or Lessee's Use of the Premises. Lessee must provide environmental and archaeological reports, surveys, and site assessments to document compliance with Lessor's archaeological and environmental review process. Nothing in this Lease is intended to extend the jurisdiction or regulatory authority of any state or local government agency over the Lessor or activities taking place or projects located on the Reservation.

9. Other Environmental Protection Requirements

(a) Lessee shall not develop, construct, or improve the wetland area described in Exhibit "A".

(b) Lessee shall bear sole responsibility for ensuring compliance with all applicable environmental protection laws related to all of its uses of the Premises throughout the Term of this Lease.

(c) Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal or Tribal environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal or tribal government authority on, under, about or within the Premises in violation of any applicable law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any such materials on, under, about or within the Premises in violation of any applicable law or regulation. Lessee agrees that it will not use, generate, store or dispose of any such materials on, under, about or within the Premises in violation of any applicable law or regulation.

(d) Mitigation and reclamation of any adverse impacts to trust resources shall be made to the reasonable satisfaction of the Lessor and Secretary. In the event that any archaeological, historic or cultural heritage resources are uncovered during any of Lessee's operations on the Premises, Lessee shall immediately notify Lessor of such uncovering and shall provide Lessor an opportunity to determine an appropriate disposition for such resources. Lessor's determination shall be made as quickly as reasonably practical so as not to unduly delay Lessee's activities on the Premises. The cost of any required monitoring, evaluation or mitigation arising hereunder shall be borne by the Lessee.

(e) The Lessee shall indemnify the Lessor and the United States Government against all liabilities and costs relating to the use, handling, treatment, removal, storage, transportation or disposal of hazardous materials or the release or discharge of any hazardous materials that occurs during the term of this Lease, regardless of fault, unless the liability or costs arise from the gross negligence or willful misconduct of the Lessor.

10. Compliance with Building Codes

Lessee agrees that construction of all buildings and Improvements on the Premises shall be completed in accordance with all applicable laws of the federal, tribal, State and local governments, to the extent applicable to Lessee's construction on the Premises and, at a minimum, shall comply with the Uniform Building Code or other applicable construction codes or regulations adopted by Lessor and then in effect.

11. Utility Agreements. Lessee is responsible for payment of all utilities, including costs of connection, and shall continuously maintain electric service, heat, water, wastewater

12. (Intentionally Blank)

13. Sublease, Assignment, Transfer

(a) Subleases. Subject to the approval of the Menominee Tribal Legislature by motion, Lessee shall have the right to sublease any space in any building constructed on the premises. No sublease shall relieve the Lessee or sublessee of any liability under the lease. All subleases and amendments there to shall be recorded with Lessor.

(b) Assignment or Transfer. Neither Lessee nor Lessor shall, unless otherwise expressly authorized herein, sell, transfer or assign this Lease or any interest herein without the written consent of the other party hereto. No such sale, transfer or assignment shall be valid or binding without said consent and approval, and then only upon the condition that assignee or other successor-in-interest shall agree in writing to be bound by each and all of the covenants and conditions of this Lease. Any such sale, assignment or transfer, except as aforesaid, shall be deemed a breach of this Lease. No assignment or transfer shall be approved unless the assignee or transferee is eligible to receive a lease of land from the Menominee Indian Tribe of Wisconsin pursuant to Articles X and XI of the Constitution and Bylaws of the Menominee Indian Tribe ("Tribal Constitution").

(c) If Lessee is authorized to sell its interest pursuant to this lease, on the equity value of the improvements, Lessor must be given the right of first refusal to purchase Lessee's interest. Lessor has thirty (30) days to exercise this right following written notification of a third party offer by Lessee to Lessor.

14. Liens, Taxes, Assessments; Notices of Non-Responsibility

(a) Liens. Lessee shall not permit to be enforced against the Premises, or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable, all taxes, assessments, licenses, fees and other like charges thereon for which

either Lessee or Lessor become liable. Upon written request, Lessee shall furnish Lessor and the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied, or otherwise discharged. Lessee shall have the right to contest any claim, tax, or assessment against the property by posting a bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless Lessor, the United States and the Premises and all interest therein and Improvements thereon from any and all claims, taxes, assessments and like charges, and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by Lessee. In addition to the taxes, assessments and other charges herein described, Lessee shall pay all charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said Premises as they become due. Nothing contained in this Lease shall be deemed to constitute a waiver of applicable laws providing tax immunity to trust or restricted Indian property or any interest therein.

(b) Immunity of Restricted Property. Nothing contained herein shall be construed as a waiver of immunity of trust or restricted property from mechanics' or material men's liens nor obligate either of the Secretary or Lessor to post non responsibility notices while the Premises are in a trust or restricted status.

15. Peaceful Transfer of the Property

At the expiration or sooner termination of this Lease, Lessee will peaceably and without legal process deliver up the possession of the Premises, in good condition, usual wear and acts of God excepted. At the expiration or earlier termination of this Lease, Lessee shall perform such environmental remediation as may be necessary to comply with the provisions of Sections 8 and 9 above and Section 17 below.

16. Holding Over

Holding over by Lessee after the expiration or sooner termination of this Lease shall not constitute a renewal or extension thereof or give Lessee any rights hereunder or in or to the Premises. Lessee has no right to holdover after expiration of the lease term. Any hold over occurring after the expiration of the lease term will be considered unauthorized possession and trespassing on tribal land unless the process for renewal under this lease has been initiated or Lessor has authorized a month-to-month tenancy at an increased rental rate or other form of tenancy.

17. Vesting of Improvements; Site Reclamation; Financial Assurances

(a) Notwithstanding anything herein, all New Improvements on the Premises shall be owned by and shall remain in Lessee.

(b) After proper expiration or termination of this Lease, the Lessee may:

(i) leave any Improvements on the Premises in a condition satisfactory to the Lessor and the Secretary; or

(ii) within three-hundred sixty-five (365) days after lease expiration or termination, or such other reasonable time as the parties may agree in writing, at

Lessee's expense, remove all Improvements from the Premises that it has caused to be placed thereon during the Term; provided, however, that if the Improvements on the Premises are not so removed within such time, the Lessor may thereafter retake possession of the Premises; provided however that, in such instance, Lessor and Lessee shall agree on a subsequent time within which Lessee shall remove all such Improvements from the Premises.

(c) In the event Lessee removes Improvements from the Premises pursuant to Section 17(b)(ii), or if Lessee's activities or operations have caused, or threaten to cause, damage to the environment or trust resources, as described in Section 8 or 9, Lessee shall, at its sole cost and expense, reclaim the site of the Premises to a condition comparable to that in which it was received, as reasonably determined by Lessor and the Secretary. In addition to any assurances required by Section 4(c) above, Lessee may also be required to post financial assurances of performance related to site reclamation/ mitigation in accordance with the provisions of 25 C.F.R. 162.604(c), in an amount reasonably determined by Lessor and the Secretary.

18. Events of Default

(a) Violation and Breach of Lease by Lessee. Each of the following shall constitute an "Event of Default", and until an Event of Default so occurs no violation or breach of this Lease on the part of Lessee shall be deemed to have occurred:

(i) Lessee's failure to pay any amounts payable to Lessor within sixty (60) days after the same has become due and owing;

(ii) After Lessee's receipt of a written demand from Lessor that Lessee has failed to materially comply with any obligation of Lessee hereunder (other than to pay any amount owing to Lessor or the Secretary), Lessee's failure thereafter to cure such non-compliance within sixty (60) days (or, if it is reasonably possible for Lessee to cure such non-compliance, such longer period of time as may reasonably be required for Lessee to cure the non-compliance, so long as Lessee is in good faith is diligently seeking to effect such cure).

(b) Upon the occurrence of an Event of Default and so long as it has not been cured or so long as cure is not being diligently pursued by Lessee, subject to the provisions of Section 31 below, Lessor or the Secretary shall use reasonable efforts to mitigate damages and may proceed as follows:

(i) Proceed by suit or otherwise to enforce collection or to enforce any other provision of this Lease; or

(ii) Reenter the Premises and either:

(A) Relet the Premises without terminating this Lease, as the agent and for the account of Lessee, but without prejudice to the right to terminate the Lease thereafter, and without invalidating any right of Lessor or the Secretary or any obligation of Lessee hereunder. Terms and conditions of such reletting shall be at the sole discretion of Lessor or the Secretary, who shall have the right to alter and repair the Premises as they deem advisable,

and to relet with or without any equipment or fixtures situated thereon if a sufficient sum is not thus realized to liquidate the total amount due, including attorneys' fees and real estate commission paid, if any. Lessee shall pay to Lessor monthly, when due, any deficiency, and Lessor or the Secretary may sue thereafter as each monthly deficiency shall arise; or

(B) Terminate this Lease at any time even though Lessor or the Secretary has exercised rights as outlined in (i) and (ii) above, in which case Lessee shall quit and surrender the Premises to Lessor but shall remain liable for any obligations not discharged by such termination.

(c) No Waiver of Breach. No waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. Nothing in this Lease shall prohibit or prevent Lessor from pursuing on its own behalf any remedy it may have under law for the breach of any covenant of this Lease.

(d) Lessor reserves the right to pursue any remedy or termination of this Lease for an Event of Default and Breach of Lease as available through Menominee Tribal Code Chapter 138. Article I.

19. Dispute Resolution; Governing Law

(a) Meet and Confer. Whenever during the Term, any disagreement or dispute arises between Lessor and Lessee as to the interpretation of this Lease or any rights or obligations arising hereunder, including but not limited to whether a breach of this Lease has occurred, the parties shall in good faith attempt to resolve the matter(s) by first meeting and discussing the issue(s) in dispute.

(b) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the Menominee Indian Tribe.

20. No Unlawful Use

Lessee agrees not to cause or permit any unlawful conduct, illegal activity, creation of nuisance, on the Premises or negligent use of waste the Premises or any other prohibited actions under Menominee Tribal Code Chapter 138 Article I.

21. Right to Inspect

Lessor and its authorized representatives shall have the right, at any reasonable time during the Term of this Lease, after 24 hours' prior written notice, to enter upon the Premises, or any part thereof, to inspect the same and all buildings and other Improvements erected and placed thereon provided that no prior notice shall be required, in the interest of health and safety, in the event of an emergency, whether real or reasonably suspected. The Lessor and its authorized representatives may treat any failure by the lessee to cooperate with a request to make appropriate records, reports, or information available for inspection and duplications as an event of default under Section 18.

22. Notices

All notices, payments and demands shall be sent to the parties hereto at the addresses herein recited or to such addresses as the parties may hereafter designate in writing:

For Lessor:

Menominee Indian Tribe – Land Management
ATTN: Director
P.O. Box 910
Keshena, WI 54135
(715) 799-5154

For Lessee:

Menominee Indian School District
ATTN: Superintendent
P.O. Box 1330
Keshena WI 54135

Notices and demands shall be delivered in person or sent by certified or registered mail, return receipt requested or by commercial overnight delivery service. Service of any notice or demand shall be deemed complete three (3) days after mailing or on the date actually received, whichever occurs first.

23. Lessee's Responsibilities

(a) Obligations to Lessor and United States. While the Premises are held in trust by the United States or subject to a restriction against alienation imposed by the United States, all of Lessee's obligations under this Lease and the obligations of Lessee's sureties, are to the United States as well as to Lessor.

Nothing contained in this Lease shall operate to delay or prevent a termination of federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of this Lease; however, such termination shall not serve to abrogate this Lease. The owners of the land and the lessee and his surety and sureties shall be notified of any such change in the status of the land.

(b) Change of Name. Lessee shall furnish Lessor documentary evidence of any change in name or structure of its organization within thirty (30) days after such change. Lessee shall also keep Lessor informed of any change of person and/or persons authorized to represent Lessee and execute documents on behalf of Lessee and shall furnish Lessor documentary evidence of such change in authority within thirty (30) days after any such change.

24. No Termination of Federal Trust Responsibility.

Nothing contained in this Lease shall operate to cause a termination of Federal trust responsibilities with respect to the Premises during the Term of this Lease, and Lessor agrees to take all steps necessary to preserve and protect such trust status and to notify Lessee of any information that

comes to Lessor's attention that such trust status is in danger of being terminated; in the event Lessee in its sole discretion determines that such trust status is in danger of being lost, Lessee may take all reasonable steps necessary to act in Lessor's name and under Lessor's authority and agency to protect such status, including but not limited to bringing suit to do so, and Lessor agrees to fully cooperate with Lessee's efforts to protect such trust status. Lessor and Lessee and its surety or sureties shall be notified of any such change to, or attempt to change, any trust or zoning status of the land. Further, nothing in this Lease is intended to, nor shall it be deemed to, operate to change the nature or character of the Premises from individually owned trust land to non-Indian fee land, to limit the jurisdiction or regulatory authority of the Lessee, or expand the jurisdiction or regulatory authority of any state or local agency, with respect to the Lessee's Indian reservation, the Premises or any activities taking place thereon

25. Lessor and United States Not Liable

Neither the Lessor nor the United States Government, nor any of their respective officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever (including without limitation, death) to the person or property of the Lessee or sublessees or any other person whomsoever, caused by any use or occupancy of the Premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said Premises or from any other cause whatsoever; and Lessee, as a material part of the consideration for this Lease, hereby waives all claims against Lessor and/or the United States Government and agrees to hold Lessor and/or the United States Government free and harmless from liability for all claims for any loss, damage, or injury arising from the use of the Premises by Lessee, together with all costs and expenses in connection therewith, except to the extent caused by the willful misconduct of Lessor or the United States Government or any of their representatives, successors, assigns or agents.

26. No Member of Congress to Benefit

No member of, or delegate to, Congress shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

27. Condemnation

If, at any time during the Term of this Lease, the Premises or any part thereof is taken or condemned under the laws of eminent domain, then and in every such case the leasehold estate and interest of Lessor in the Premises so taken shall forthwith cease and terminate. All compensation awarded by reason of the taking of the Premises shall be awarded to Lessee and Lessor as their interests shall appear. The rental thereafter payable hereunder for the remainder of the Term of this Lease shall be adjusted by agreement of the parties, subject to the approval of the Secretary. If it is pre-determined that after condemnation continuation of this Lease is no longer feasible, the Lease may be terminated by agreement of the parties, subject to the approval of the Secretary. Lessor and Lessee agree that at a minimum any award or compensation on account of condemnation will be allocated as follows: (i) Lessee receives that portion of the award or compensation allocable to its leasehold estate and all awards for any improvements constructed by Lessee and located on the Premises; and (ii) Lessor shall be entitled to receive that portion of the award or compensation allocable to its interest in the Premises, as encumbered by this Lease and subject to Lessee's right to receive that portion of the award allocable to its leasehold estate. Each of Lessor and Lessee may appear in any such proceeding or action, to negotiate, prosecute and adjust any claim for any award or compensation on account of any condemnation as it relates to

their respective interest in and use of the Premises. If a condemnation shall affect all or a material portion of the Premises which shall render the Premises unsuitable for restoration for continued use and occupancy in Lessee's business, then Lessee may, not later than one hundred fifty (150) days after such occurrence, deliver to Lessor notice of Tenant's intention to terminate this Lease on a business day specified in such notice (the "Lease Termination Date"), which occurs not less than thirty (30) days after the delivery of such notice. If a condemnation of the Premises or any part thereof shall occur but Lessee does not give notice of its intention to terminate this Lease as provided in this Section then this Lease shall continue in full force and effect.

28. Severability

If any provision of this Lease is, by final order of a court of competent jurisdiction, or the Secretary or his or her authorized representative, held to be illegal, invalid, or void, the validity of the remaining portions of this Lease shall be enforced as if it did not contain such illegal, invalid or void clauses or provisions.

29. Time

Time is of the essence as to this Lease and every provision within this Lease.

30. Approval of the Menominee Tribal Legislature

This Lease, and any modification of or amendment to this Lease shall be in writing signed by all parties and, shall not be valid or binding upon either party hereto unless and until approved by the Menominee Tribal Legislature or an authorized representative of the Menominee Tribal Legislature.

_____ depose and say that Menominee Indian School District am leasing the land herein described above for its own business use and benefit and not directly or indirectly for the benefit of any other person or corporation and that I have not entered into any agreement, arrangement, or understanding with any corporation whereby the said land or any part thereof, shall or may be used, enjoyed, or occupied by or for the benefit of any person or corporation other than **Menominee Indian School District** except as allowed and provided for by the terms of this Lease.

LESSEE:


_____, _____
Menominee Indian School District
P.O. Box 1330
Keshena, WI 54135

Dated: _____

Subscribed and sworn to before me
this _____ day of _____, ____.

Notary Public
My Commission: _____

LESSOR:



Gena Kakkak, Chairwoman
Menominee Indian Tribe of Wisconsin
P.O. Box 910
Keshena, WI 54135

Dated: _____

Subscribed and sworn to before me
this _____ day of _____, ____.

Notary Public
My Commission: _____

EXHIBIT A

- Legend**
- Archaeological Boundary
 - Commercial Lease Parcel
 - Unavailable Area
 - PLSS
 - Parcels
 - Outlot
 - Tax
 - Tribal-Not Trust
 - Trust
 - Reservation Boundary

