

Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: 869-2214

Oneida, WI 54155



Oneidas bringing several hundred bags of corn to Washington's starving army. The British and the colonists had consistently refused to aid them.



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the Colony of Pennsylvania, the United States, was made possible.

RESOLUTION #: 8-10-89-B

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States, and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin, and

WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV, Section 1 of the Oneida Tribal Constitution by the Oneida General Tribal Council, and

WHEREAS, the Oneida Tribe of Indians of Wisconsin will purchase the parcels of land from Oak Ridge Plaza, Inc. described in the attached promissory note and mortgage, and

WHEREAS, it is in the best interest of the Oneida Tribe of Indians of Wisconsin to purchase the parcels of land for the development of the Oneida Industrial Park.

NOW THEREFORE BE IT RESOLVED that the Oneida Business Committee in session, hereby approves the purchase of the parcels of land from Oak Ridge Plaza, Inc. according to the terms and conditions of the attached promissory note and mortgage, incorporated by reference into this resolution; and


BE IT FURTHER RESOLVED that the Chairman of the Oneida Tribe of Indians of Wisconsin is hereby authorized to execute the promissory note and mortgage on behalf of the Oneida Tribe of Indians of Wisconsin.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of nine (9) members, of whom 6 members constituting a

Resolution # 8-10-89-B
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quorum were present at a meeting duly called, noticed and held on the 10 day of August, 1989; that the foregoing resolution was duly adopted at such meeting by a vote of 5 members for, 0 members against and 0 members not voting; and that said resolution has not been rescinded or amended in any way.



AMELIA CORNELIUS, Secretary
Oneida Tribe of Indians of WI

PROMISSORY NOTE

\$120,000.00

Green Bay, Wisconsin
August . 1989

FOR VALUE RECEIVED, the ONEIDA TRIBE OF INDIANS OF WISCONSIN, promise to pay to OAK RIDGE PLAZA, INC., at 111 E. Wisconsin Avenue, in the City of Neenah, State of Wisconsin, the principal sum of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00), with interest thereon at ten percent (10%) per year in installments as follows:

\$1,585.81 in 120 equal monthly installments commencing on the _____ day of _____, 1989 until paid in full. Said payment shall be off-set in full by a reduced rental payment from Oak Ridge Plaza, Inc., as Lessee to the Oneida Tribe of Indians of Wisconsin, as Lessor, said master ground lease being executed on the 18th day of July, 1989, known as the Oneida Carlton Property lease, and making specific reference to this promissory note.

In the event of default of any of the installments as provided, time being of the essence of this installment, the holder of this note, without notice for demand, may declare the entire principal sum then unpaid, together with accrued interest thereon immediately due and payable.

In the event suit is commenced to enforce payment of this note, the undersigned agrees to pay such additional sum for attorney's fees as the court in such action may adjudge reasonable.

This note is secured by a mortgage of even date herewith.

This note shall be construed in accordance with the laws of the State of Wisconsin.



Purcell Powless, Chairman
Oneida Tribe of Indians of WI

MASTER GROUND LEASE

THIS LEASE is made and entered into this 18th day of July, 1989, by and between the ONEIDA TRIBE OF INDIANS OF WISCONSIN, a federally recognized Indian tribe, hereinafter referred to as "Lessor" for brevity, whose address is P.O. Box 365, Oneida Indian Reservation, Wisconsin 54155, and OAK RIDGE PLAZA, INC., hereinafter referred to as "Lessee" for brevity, whose address is 1301 Missouri Blvd., Jefferson City, Missouri 65109, in accordance with the provisions under existing Federal Law and Federal Regulations (25 CFR, Part 162 or as amended) incorporated by reference and made a part hereof.

DEFINITIONS

- A. The term "Lease" shall refer to this lease.
- B. "Approved Encumbrance" herein shall mean an encumbrance approved in the manner provided herein
- C. "Encumbrancer" herein shall mean the owner and holder of an approved encumbrance.
- D. "Removable Property" as described herein shall not include property which normally would be attached or affixed to the buildings, improvements of land in such manner that would become a part of the realty, regardless of whether such property is in fact so placed in or on an affixed or attached to the building, improvements or land.
- E. "Gross Revenues" means all income, including money, and other things of value, received by the Lessee as a result of economic development activities conducted on the leased premises or paid to the Lessee by any and all sublessees of the Lessee for their use and occupancy of part of the leased premises contemplated by this lease pursuant to subleases entered into by the Lessee and such sublessees. Gross revenues shall not include:

Money or other things of value received by or paid to sublessee for such sublessee's use and benefit, derived from business done, sales made, or services rendered directly or indirectly from or on the leased premises or any portion thereof;

2. All amounts collected and paid out for a sales or excise tax imposed by any duly constituted governmental authority where such tax is billed to the purchaser as a separate item;
 3. Any amounts received by the Lessee from financing or refinancing arrangements;
 4. All amounts received from the pass through of both common charges and fees for the provision of electricity or other utility services, provided, however, that amounts received in excess of charges and fees actually incurred or accrued shall not be so excluded.
- F. "Net Revenues" means gross revenues as defined herein less mortgage or other indebtedness, taxes, insurance premiums, costs or maintenance and repairs, depreciation and amortization, reserves for contingent future liabilities and all other "ordinary and necessary expenses" (as that term is defined under Section 162 of the Internal Revenue Code of 1954, or as amended) related to the operations of the Lessee.
- G. "Principals" shall mean the principal owners of the corporation and holding interest in this lease.
- H. "Distributable Proceeds from Refinancings" all cash receipts arising from a refinancing less the following: (i) the amount of cash necessary for the payment of all debts and obligations of Lessee (including nonrecourse debts) related to the particular refinancing, and for the payment of all debts to the Lessee; (ii) the amount of cash paid or to be paid by the Lessee in connection with such refinancing; (iii) payment of all fees, loans and advances payable to Lessee; and (iv) the amount necessary to provide reserves to pay taxes, insurance, debt service, repairs, replacements or renewals, or other costs or expenses of the Lessee (including costs of improvements or additions in connection with the property).
- I. "Distributable Proceeds from Sale" all cash receipts arising from a sale less the following: (i) the amount of cash necessary for the payment of all debts and obligations of Lessee related to the property and the particular sale; (ii) the amount of cash paid or to be paid by the Lessee in connection with the sale; and (iii) the amount necessary to pay all fees, loans or advances payable to the Lessee.

WITNESSETH:

WHEREAS, Lessors are the owners of two parcels of land located in the Oneida Indian Reservation, in Green Bay,

Wisconsin, and more commonly known as the "Oneida Carlton Property" (Parcel #1) and two vacant lots located between Hinkle Street and Isbell Street and lying immediately north of Lambeau Street (to be vacated) as it exists on the 18th day of July, 1989 (Parcel #2). All of said property in Green Bay, Wisconsin, and more particularly described in Article I of this Lease.

NOW THEREFORE, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, that part of the premises hereinafter described on the following terms and conditions:

ARTICLE 1. LEASED PREMISES

For and in consideration, covenants and agreements hereinafter set forth, Lessor leases to Lessee the following described property, situated on the Oneida Indian Reservation, Brown County, Wisconsin:

Parcel #1

A tract of land being part of Brown County Certified Survey Map Volume 3, page 491, and Volume 2, page 609, Lambeau Street (to be vacated), Section 28, Township 24 North, Range 20 East in the City of Green Bay, Brown County, Wisconsin, to wit:

Commencing at the West Quarter corner of said Section 28, also being the intersection of the centerline of State Highway 54 and the centerline of Hinkle Street; thence along said centerline of Hinkle Street N00 -22'-36"W 105.01 ft. to a point; thence leaving said centerline N89 -37'-24"E 42.00 ft. to a point; thence S89 - 36'-04"W 459.00 ft. to a point; thence N30 - 18'-39"E 67.36 ft to a point in the existing north right-of-way of Lambeau Street, (said point also being the point of beginning; thence S89 -36'-04"W 64.42 ft. to a point; thence along a curve to the right having a radius of 165.00 ft., an arc length of 230.36 ft. to a point; thence along a curve deflecting to the left having a radius of 235.00 ft., an arc length of 328.00 ft. to a point; thence S89 -37'-24"W 35.00 ft. to a point; thence N89 - 35'-04"E 516.44 ft. to a point; thence N00 - 22'36"W 206.84 ft to a found iron pipe; thence N89 -46'-02"E 569.37 ft. to a found iron pipe; thence S00 -14'29"E 575.00 ft. to a found pipe; thence S89 -59'49"W 568.20 ft. to a point; thence S30 -18'39" 45.21 ft. to the point of beginning, containing

8.54 acres. Subject to any and all easements, conditions, restrictions, etc. or record. (See attached survey map)

Parcel #2

Consisting of 2.03 acres and described as follows:

The Easterly 129 feet of the Westerly 288 feet of Lot Thirteen (13), Section 29, Township 24 North, Range 20 East, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, excepting therefrom the Southerly 100 feet thereof used for road purposes.

Lot Two (2), Volume 16 Certified Survey Maps, page 171, said map being part of Lot Thirteen (13), Section 29, Township 24 North, Range 20 East, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

ARTICLE 2. TERMS OF LEASE

The term of this lease shall be for a period of twenty-five (25) years. Lessee shall have the right at the expiration of the original term hereof to renew the lease on the same terms and conditions and extend the original term hereof for an additional twenty-five (25) year period. Such right to extend shall be exercised by written notice to Lessor one hundred eighty (180) days prior to the expiration of said original term. It is understood that in no event shall the rental of any term of this lease be less than the rental for the preceding term. It is the intent of both parties that Lessee and Lessor continue this relationship for a period of fifty (50) years.

ARTICLE 3. RENTAL PAYMENT

As to Parcel 1 above described, during the term of the lease, the base rental rate per calendar year for said premises

shall be the sum of sixty-five thousand one hundred dollars and forty-two cents (\$65,100.42) payable in advance in equal monthly installments of five thousand four hundred twenty-five dollars and four cents (\$5,425.04). Additional rent equal to five (5%) percent of the net revenues from the lease property plus five percent (5%) of the distributable proceeds from sale if principals, their assigns, successors in interest or heirs elect to sell any right to or interest in this Lease or any of the improvements of the leased premises, plus five percent (5%) of the distributable proceeds from financing. For purposes of this article, a sale of interest shall not include a transfer of interest from the principals to their immediate family members as defined in the Internal Revenue Code. Net revenue payments shall be paid annually within ninety (90) days of the close of Lessee's fiscal year. Said rental payments shall be due and payable on the first day of the month with the first payment being due on the lease commencement date. Rental unpaid thirty (30) days after the due date shall bear interest at eighteen percent (18%) per annum from the date it becomes due until paid, but this provision shall not be construed to relieve the lessee from any default in making any rental payment at the time and in the manner herein specified. Rents called for hereunder shall be paid without prior notice or demand. Lessor and Lessee agree that Lessor may adjust the flat rental fee or percentage of net revenues up to October, 31, 1989. Any adjustment will be based on exchanging \$1,860.01 of the flat rate for one percent (1%) of the net revenue and net sale price.

As to Parcel 2, above described, during the term of this lease, the base rental rate per calendar year for said premises shall be the sum of six thousand six hundred seventy dollars (\$6,670.00) per acre or a total of thirteen thousand five hundred forty dollars and thirty-five cents (\$13,540.35) payable in advance in equal monthly installments of one thousand one hundred

twenty-eight dollars and thirty-six cents (\$1,128.36). Additional rent equal to five percent (5%) of the net revenues from the lease property plus five percent (5%) of the distributable proceeds from sale if principals, their assigns, successors in interest or heirs elect to sell any right to or interest in this Lease or any of the improvements of the lease premises, plus five percent (5%) of the distributable proceeds from financing. For purposes of this article, a sale of interest shall not include a transfer of interest from the principals to their immediate family members as defined in the Internal Revenue Code. Net revenue payments shall be paid annually within ninety (90) days of the close of Lessee's fiscal year. Said rental payments shall be due and payable on the first day of the month with the first payment being due on the lease commencement date. Rental unpaid thirty (30) days after the due date shall bear interest at eighteen percent (18%) per annum from the date it becomes due until paid, but this provision shall not be construed to relieve the lessee from any default in making any rental payment at the time and in the manner herein specified. Rents called for hereunder shall be paid without prior notice or demand.

It is understood by the parties that rental payments shall be off-set by the terms and conditions of a certain promissory note of even date herewith between the parties hereto with Lessor as maker and Lessee as holder. Said note calling for monthly payment by Lessor (maker) to Lessee (holder) in the amount of one thousand five hundred eighty-five dollars and eighty-one cents (\$1,585.81) for a term of ten (10) years. The total monthly base rent for Parcel #1 and Parcel #2 under this lease is six thousand five hundred fifty-three dollars and forty cents (\$6,553.40). Said payment under the promissory note of one thousand five hundred eighty-five dollars and eighty-one cents (\$1,585.81) shall be off-set against the monthly rental payment due under

this lease reducing the monthly payment to four thousand nine hundred sixty-seven dollars and fifty-nine cents (\$4,967.59) per month until said promissory note is paid in full. Upon the full payment of the note above referenced, Lessee shall commence rental

ARTICLE 4. ACCOUNTING

- A. The Lessee shall cause to be prepared and submitted to the Lessor quarterly income statements and a year-end certified financial report. The quarterly statements shall be submitted not later than sixty (60) days following the end of each quarter. The annual report shall be submitted not later than 90 days following the end of the fiscal year. Said annual financial reports shall be prepared by an independent Certified Public Accountant, licensed in the State of Wisconsin, in conformity with standard accounting procedures. All such statements shall reflect both gross revenues and net revenues. If Lessee is unable to submit the quarterly income statements and year-end certified financial report, Lessor may hire a certified CPA to do the statements and reports and charge Lessee the cost of doing the reports plus fifteen (15) percent.
- B. Any duly authorized representative or any qualified accounting agent or agents appointed by the Lessor, shall have access to and the right to records of the Lessee relating to this lease upon twenty-four hour notice and may conduct such examination and audit during the normal business hours of any working day.
- C. The Lessor shall be entitled at any time after receipt of any such quarterly or annual statement to question the accuracy of the statement furnished by the Lessee, and shall have the right to examine and/or audit as described herein.

D. The Lessee shall use his best effort to insert in each sublease, provisions similar to the above which grant the Lessor the right to examine and/or audit the books and accounts of such sublessee.

ARTICLE 5. PURPOSE OF LEASE

It is herein understood and agreed that the Lessee shall use and occupy the leased premises described herein for the purpose of developing a one hundred ten thousand (110,000) square foot, more or less, multi-rental retail shopping center.

ARTICLE 6. VIOLATION OF LEASE

It is understood and agreed to by Lessee that any violation of the terms of this lease shall be acted upon in accordance with the regulations in 25 CFR 162, or as amended.

ARTICLE 7. PLAN AND DESIGN

Before any construction is commenced on the leased premises, Wisconsin certifiable construction plans and general specifications for the improvements proposed must be approved by Lessor and be in conformance with applicable building codes. Lessor, shall in writing either approve or state their reasons for disapproval within fourteen (14) days after submission or the same will be deemed approved. Lessor shall not unreasonably withhold approval of the plans. No material changes will be made in any plans, drawings, or general specifications after approval without written consent of Lessor. Lessee shall furnish Lessor two copies of "as built" plans upon completion of improvements constructed on the leased premises. Lessee shall comply with the approved time completion schedule.

ARTICLE 8. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATIONS

All improvements placed on the leased premises shall be constructed in good workmanlike manner and in compliance with the State of Wisconsin building codes. Lessee shall have the right

at any time during the term of Lease, or any extension thereof, to make limited alterations or additions, or repairs, to any improvements on or placed upon the premises, if such alterations, additions, or repairs are in compliance with the approved site plan. Lessee shall make no alterations, additions or do remodeling or improvements involving an expenditure in excess of one hundred thousand dollars (\$100,000) or do any removal or any demolition of improvements, except any specified improvements detailed in tenants leases, without prior written approval of Lessor, which approval or disapproval shall be given within fifteen (15) days or the same shall be deemed approved. Lessor shall not unreasonably withhold approval. Lessee shall at all times during the terms of the lease, and at Lessee's sole cost and expense, maintain the premises and all improvements thereon in good order and repairs. Lessee shall comply with all laws, ordinances and regulations applicable to said premises. Lessee shall indemnify and hold harmless Lessor and the United States government against liability for all claims arising from the development, construction, operation and maintenance of said premise, or from Lessee's nonobservance of any applicable law, ordinance or appropriate regulation applicable thereto.

ARTICLE 9. PERFORMANCE BOND

Before commencement of construction by Lessee of any improvements on the leased premises, Lessee agrees to provide a performance bond or security satisfactory to Lessor which will guarantee completion of the improvements and payment in full claims of all persons for work performed or materials furnished for construction.

ARTICLE 10. ASSIGNMENT, TRANSFER

Lessee shall not hereafter assign, rent or transfer this lease or any right to or interest in this lease or any of the improvements of the leased premises without the prior written approval of the Tribe and sureties (if any) and no such

assignment, or transfer shall be valid or binding without such prior written approval, and then only upon the condition that the assignee, or other successor in interest, excepting an encumbrancer shall agree in writing to be bound by each and all covenants and conditions of lease. Lessor shall not unreasonably withhold approval. Should Lessee attempt to make any such assignment or transfer, except as aforesaid, such action shall be deemed as a breach of lease, excepting that an encumbrancer or an insurer or a mortgage and security agreement may enforce rights in the manner provided in such approved encumbrance. Approval of one assignment or transfer and the restrictions of this article shall apply to each severally binding upon each and every assignee, transferee and other successor in interest of Lessee excepting an encumbrancer.

ARTICLE 11. SUBLEASE

Lessee shall have the right to sublease without the approval of Lessor and the Secretary. Lessor reserves the right to exempt any sublessee from certain terms, covenants and/or conditions of the Master Ground Lease. Lessee shall furnish the Lessor within thirty (30) days a copy of the sublease.

ARTICLE 12. STATUS OF LEASE AND SUBLEASE

Termination of this lease, by cancellation or otherwise, shall not serve to cancel subleases but shall operate as an assignment to Lessor of any and all such subleases.

ARTICLE 13. CURE OF DEFAULT BY LESSEE

The following shall govern notice to Lessee and opportunity to cure in the event of a default by Lessee under this lease:

- A. Whenever Lessee shall default in the payment of any installment of fixed rent, or in the payment of any additional rent or any other charge payable by Lessee to Lessor, on any day upon which the same ought to be paid, and

such default shall continue for thirty days after Lessor shall have given Lessee a notice specifying said default, and

- B. Whenever Lessee shall do or permit anything to be done, by action or inaction, contrary to any of Lessee's obligations hereunder (other than the payment of money as specified above), and if such situation shall continue and shall not be remedied by Lessee within thirty (30) days after Lessor shall have given to Lessee a notice specifying the same, or, in the case of a happening or default which cannot with due diligence be cured within a period of thirty (30) days and the continuance of which for the period required for cure will not subject Lessor to the risk of criminal liability or termination of any lease or foreclosure of any superior mortgage, if Lessee shall not, 1) within said thirty (30) day period advise Lessor of Lessee's intention to duly institute all steps necessary to remedy such situation; 2) duly institute within said thirty (30) day period, and thereafter diligently prosecute to completion all steps necessary to remedy the same and; 3) complete such remedy within such time after the date of the giving of said notice to Lessor as shall reasonably be necessary, then and in any of such events, Lessor shall have the right to serve the three (3) day notice of termination upon Lessee as permitted in this lease.

ARTICLE 14. ENCUMBRANCE

Neither lease, nor any right to, nor interest in lease, nor any sublease, nor any of the improvements on the leased premises may be encumbered without the written approval of the Lessor. No encumbrance shall be valid without such approval and such approval shall not be unreasonably withheld. Any encumbrance must comply with the requirements of 25 CFR 162.12(a) or as amended. An encumbrance, if approved as aforesaid may be made for the purpose of borrowing capital for the development of

improvements of the leased premises providing the encumbrance is confined to the leasehold interest and does not jeopardize in any way Lessor's title or Lessor's interest in the premises. In the event of default by Lessee of the terms of any approved encumbrance, encumbrancer may exercise the rights provided in such an approved encumbrance, provided that before any sale or foreclosure, encumbrancer shall give notice to lessor of the same character and duration as is required to be given to Lessee by such encumbrance but not less than the time required by Wisconsin laws. If notice of such sale be given and the default upon which such notice of sale is based shall then continue, and Lessor shall have the following rights which may be exercised at any time prior to the completion of sale proceedings:

- a. To pay encumbrancer the full unpaid principal amount of the approved encumbrance, plus unpaid interest accrued to the date of such payment; or
- b. Within fifteen (15) days after receipt of such notice to pay encumbrancer the amount of any such uncured defaults, together with costs and expenses chargeable under such approved encumbrance and to assume and make all payments thereafter under such approved encumbrance on the leasehold interest described therein.

If Lessor exercises either of the above rights, all of the rights, title and interest of lease, as the case may be, shall be at the same time automatically acquire Lessee interest. In the event Lessor does not avail itself of rights above and any sale under the approved encumbrance occurs, whether by power of sale or foreclosure, the purchaser at such sale, if other than encumbrancer, shall succeed to all the rights, title, and interest of Lessee in the leasehold covered by said approved encumbrance and shall be bound by all of the terms and conditions of lease. If the purchase at such sale is encumbrancer, encumbrancer may sell and assign the leasehold without any further consent, provided that the assignee shall agree in writing to be bound by all of the terms and conditions of lease. If encumbrancer is the purchaser, it shall be required to

perform under the terms of the lease only so long as it retains title hereto.

ARTICLE 15. NOTICE TO ENCUMBRANCER

At least thirty (30) days prior to any termination of Lessee's, leasehold interest, Lessor shall give to the holder of any approved encumbrance written notice of lessor's intention to so terminate. If such proposed termination be for any default of Lessee under lease, encumbrancer shall be entitled to remedy such default at any such time before such termination occurs, and thereby prevent termination of such default, or if such default cannot be remedied within thirty (30) days, to commence the remedy thereof within thirty (30) days and diligently prosecute the same thereafter, during which time lease shall be terminated for such default. Any such notice shall be mailed to encumbrancer at the address on file with Lessor, Lessee or Secretary. In the event Lessor terminated Lessee leasehold interest without giving the aforementioned thirty (30) days after lessee notifies encumbrancer of such termination, encumbrancer shall have the right to redeem Lessee's interest by curing Lessee's delinquent payment or default and assuming all responsibilities of Lesse under lease.

ARTICLE 16. AGREEMENTS FOR UTILITY LINES AND STREETS

Lessee shall have the right to enter into agreements with entities furnishing utilities and any government or any of its political subdivisions or agencies to provide utility service including gas, water, electricity, telephone, sewer and agreement for street rights-of-way necessary to the full enjoyment of the leased premises and the development thereof in accordance with the provisions of lease, providing no such agreement shall not be for a period of time longer than the term of the lease, and any extension thereof. Upon entering into such an agreement, Lessee shall furnish Lessor, one (1) copy thereof together with a plat

or diagram showing the true locations of the utility lines or sewer lines to be constructed in accordance therewith.

ARTICLE 17. LIEN, TAXES, ASSESSMENT, UTILITY CHARGES

Lessee shall not permit to be enforced against the leased premises or any part thereof any liens arising from any work performed, materials furnished or obligations incurred by Lessee. Lessee shall pay before delinquent all applicable federal, state, local and tribal taxes, assessment, licenses, fees and other like charges now in force and effect or that may be hereafter in force and effect, levied during the term or upon or against the leased premises and all interest therein and property for which Lessee shall furnish with Lessor written evidence duly certified that all applicable taxes, assessments, licenses, fees and other like charges levied during the term of lease upon or required to be paid by Lessee have been paid, or otherwise discharged. Lessee shall not be required to pay taxes greater than what normal taxes would be on similar property and improvements in the City of Green Bay, Wisconsin. Lessee shall have the right to contest any claims, asserted tax or assessment against the property by posting bond to prevent enforcement of any lien resulting thereon from any and all claims, taxes, assessments, and liabilities and from any lien or sale or other proceedings to enforce payment thereof of all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land upon written request by Lessee. In addition to the rents, taxes and other charges herein described, Lessee shall pay all charges for water, sewage, gas, electricity, telephone and other utility services supplied to the leased premises.

ARTICLE 18. PUBLIC LIABILITY INSURANCE

Liability Insurance: Forthwith, upon being notified that this lease has been approved, and continuously thereafter during the term of this lease, Lessee shall obtain and carry personal

liability insurance in the amount of one million dollars (\$1,000,000) for bodily injury and property damage, each occurrence, said policy shall be furnished to the Lessor. Such policy shall be written to protect Lessor and Lessor shall be listed as a named insured. Neither the Lessor nor the United States government or their officers, agents, and employees shall be liable for any loss, damage or injury of any kind whatsoever to the person or property of the Lessee or any of the Lessee's employees, guests, or invitees or sublessors, or any other person whomsoever, caused by any use of the leased 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 causes whatsoever.

ARTICLE 19. FIRE AND DAMAGE INSURANCE

Lessee shall from the date of approval of lease, carry or cause to be carried fire and vandalism insurance with extended coverage and endorsements covering the full insurable value of the ordinarily insurable improvements on the leased premises. Said policy or policies shall be written to protect Lessor and any encumbrancer as additional insurers and Lessee shall pay or cause to be paid all premiums and other charges payable in respect to such insurance. The rights of the encumbrancer shall be superior to Lessor's rights. Copies of said policies shall be provided Lessor and any encumbrancer.

- a. In the event of damage to any of the improvements on the leased premises, all insurance proceeds received as indemnification therefore shall be deposited in escrow with an institution approved by the Lessor, except such amounts as is set forth in encumbrancer's mortgage terms and conditions.
- b. Lessee, within sixty (60) days after such damage has occurred may elect: (1) to reconstruct the improvements in compliance with applicable laws and building regulations in accordance with plans to be approved pursuant to paragraphs 7, 8, & 9 hereof. Such reconstruction shall commence within sixty (60) days after damage occurs and shall be completed as rapidly as

possible. Escrow instructions shall include provisions that all funds so deposited shall be used to reconstruct the damage, improvement and funds shall be disbursed during the progress of reconstruction upon receipt of proper architect's, engineer's or contractor certificates. Any funds remaining in escrow after reconstruction has been completed shall be paid to Lessor. (2) If Lessee does not reconstruct as set forth above, all funds in escrow shall belong and be paid to Lessor, subject to approved encumbrance, and rent shall thereafter totally abate and this lease terminate.

ARTICLE 20. COMPLETION OF DEVELOPMENT

The Lessee shall make all reasonable efforts to complete the full improvement and development of the leased and subleased premises in accordance with the Site Plan(s) submitted and time schedule approved in accordance with articles 7 & 8, above. If the Lessee fails to make substantial progress within such period, the Lessor may cancel this lease.

ARTICLE 21. IMPROVEMENTS

Improvements placed on the leased land shall become the property of the Lessor upon expiration of the lease. Lessor shall have the right of first refusal during the twenty-five (25) year option term to purchase the improvements placed on the property, if Lessee elects to sell all or any portion of the improvements on the property. Lessor shall give written notice of their intent to purchase the improvements within thirty (30) days.

ARTICLE 22. HOLDING OVER

Holding over by Lessee after the expiration of termination of lease shall not constitute a renewal or extension thereof or give Lessee any rights hereunder or in or to the leased premises.

ARTICLE 23. OBLIGATION OF LESSEE

While the leased premises are in restricted status, all of Lessee's obligations under lease, and the obligations of its sureties, are to the United States government as well as to the Lessor.

ARTICLE 24. PAYMENT AND 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. Service of any notice or demand shall be deemed completed ten (10) days after mailing or upon the date actually received, whichever occurs first. Copies of any notices and demands shall be sent to the Oneida Tribe of Indians of Wisconsin, P.O. Box 365, Oneida, Wisconsin 54155.

ARTICLE 25. RELATION THAT OF LANDLORD AND TENANT

Through this lease, the Lessor and Lessee understand and agree that the relationship between them is that of landlord and tenant, and Lessee specifically acknowledges that all proceedings regulating the relationship of the landlord and tenant, respecting collection of rent or repossession of the premises accrue to the landlord.

ARTICLE 26. ATTORNEY'S FEES

If action be brought by the Lessor in lawful detainer for rent or any other sums of money due under this lease, or to enforce performance of any of the covenants and conditions of this lease, Lessee shall pay reasonable attorney's fees, to be fixed by the court as a part of the costs in any such action.

ARTICLE 27. LAWS/REGULATIONS AND ORDINANCES

Lessee and Lessee's employees, contractors, sublessees and agents agree to abide by all applicable federal, state and other appropriate laws, and all regulations, ordinances and laws of the Oneida Tribe of Indians of Wisconsin, now in force and effect or that may be hereafter in force and effect. Lessor agrees that it will not enact any future legislation that is punitive.

ARTICLE 28. INSPECTIONS

Lessor or his designated representatives shall have the right, at any reasonable time during the term of this lease, to enter upon the leased premises, or any part thereof, to and placed thereon.

ARTICLE 29. DELIVERY OF PREMISES

At the termination of lease, Lessee will peaceably and without legal process deliver up the possession of leased premises in good condition, usual wear and tear and acts of God excepted

ARTICLE 30. LEASE BINDING

The lease and the covenants, conditions and restrictions hereon shall extend to and be binding upon the successors, heirs, assigns, executors and administrators of the parties hereto.

ARTICLE 31. INTEREST OF MEMBERS OF CONGRESS

No member of, or delegate to Congress or Resident Commissioner shall be admitted to any share or part of lease or to any benefit that may be a part thereof, but this provision shall not be construed to extend to a Corporation or company for its general benefit.

ARTICLE 32. EMPLOYMENT OF ONEIDAS

Lessee shall give preference in employment arising in connection with this lease to qualified enrolled Oneida tribal members during the term of this lease, and in construction of any facilities thereon. Tenants and sublessees shall comply with all federal employment laws. Lessee shall supply Lessor with tenants or sublessee's employment policies.

ARTICLE 33. INSURANCE, SOCIAL SECURITY, ETC.

Lessee agrees to carry such insurance covering all persons working in connection with the leased premises and provide benefits provided under the statutes of the State of Wisconsin, now in effect. Lessee shall ensure that all contractors and sub-contractors provide the same insurance and benefits as provided under the statutes of the State of Wisconsin.

ARTICLE 34. UNLAWFUL USES

Lessee agrees that it will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

ARTICLE 35. HOLD HARMLESS

Lessee shall indemnify and hold harmless Lessor and the United States government against liability from all claims arising from Lessee's use and occupancy of the leased premises including expenses for attorney's fees.

ARTICLE 36. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS

No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of covenants.

ARTICLE 37. RIGHT TO DEVELOP

Lessee shall have the irrevocable right to develop the leased premises based upon the terms and conditions of this lease.

ARTICLE 38. RIGHT OF FIRST REFUSAL

Lessee shall give the Oneida Tribe, it's designee and/or an Oneida tribal member entrepreneur the right of first refusal for subleases during the term of this lease. The Oneida Tribe shall have two (2) business days to indicate it's intention to exercise it's option.

ARTICLE 39. TIME

Time is declared to be of the essence during the term of this lease or any extension thereof.

ARTICLE 40. TERMINATION

This lease may be terminated upon the breach of any covenant and conditions of this lease by Lessee or upon mutual consent of both parties, and any approved encumbrancer.

ARTICLE 41. APPROVAL

It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Oneida Business Committee.

ARTICLE 42. SEVERABILITY

If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not effect, impair or render invalid or unenforceable the remainder of this lease, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

ARTICLE 43. MODIFICATIONS

No modification of this Lease shall be effective unless set forth in writing and signed by both Lessor and Lessee.

ARTICLE 44. ENTIRE AGREEMENT

This agreement contains the entire agreement and supersedes prior oral and written agreements between the Lessor and Lessee.

ARTICLE 45. LEASE INTERPRETATION

This Lease shall be governed by, construed, and enforced, in accordance with federal law and that venue and jurisdiction for any legal action initiated for enforcement of any provision of this lease shall be exclusively maintainable in the United States federal courts.

Lessor - Oneida Tribe of Indians of Wisconsin

Richard G. Hill
Name

Vice Chairman
Title

Lessee - OAK RIDGE PLAZA, INC

Charles B. Rain
Name

President
Title

ACKNOWLEDGMENT

Oneida Tribe of Indians of Wisconsin

Dated this 18 day of July, 1989.
Subscribed and sworn to before me this 18 day of
July, 1989.

[Signature]
NOTARY PUBLIC - STATE OF WISCONSIN
My Commission Expires: is permanent