

Residential Ground Lease

THIS RESIDENTIAL GROUND LEASE (the "Lease") is made and entered into this ____ day of _____, _____, by and between _____ Tribe (the "Tribe" or "Lessor") and _____ (the "Lessee").

WITNESSETH:

1. Secretarial Approval. As used in this Lease, the term "Secretary" means the Secretary of the Interior or a duly authorized representative thereof. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended; codified at 25 U.S.C. § 415. This Lease shall not be valid or binding upon either party hereto unless approved by the Secretary.

2. Leasehold Estate. Pursuant to [Tribe to designate leasing authorizations (e.g., tribal code, ordinance, etc.)], the Lessor hereby leases to the Lessee all that tract or parcel of trust land (or land upon which restrictions against alienation exist) located in the County of _____, State of _____, and described in Exhibit B attached hereto (the "Leasehold Estate"). The term "Lender" shall also include any of the Lender's successors or assigns, including Fannie Mae and, without any special consent by Fannie Mae or Lessor, any subsequent holder, whether by assignment, succession or otherwise, of the Lender's right, title to or interest in the first-lien mortgage on the Leasehold Estate or the Improvements (defined below). If any loan secured by the Leasehold Estate or the Improvements is guaranteed by the Secretary of Veterans Affairs ("VA") or the Secretary of Housing and Urban Development "HUD"), then the term "Lender" shall also include VA or HUD, as applicable.

3. Improvements. All buildings or other improvements now existing or hereafter constructed on the Leasehold Estate (the "Improvements") shall be the leasehold property of the Lessee during the term of the Lease, including any extension or renewal thereof. All such Improvements shall become the property of the Lessor upon expiration of the Lease except as otherwise provided in Section 24 below.

4. Use of Leasehold Estate. The purpose of this Lease is to enable the Lessee to construct or maintain Improvements on the Leasehold Estate, and otherwise to use the Leasehold Estate as a principal residence.

5. Encumbrance. The Lessee may, without the consent or approval of the Lessor or the Secretary, mortgage, pledge, or otherwise encumber the Leasehold Estate as may be necessary or appropriate for the purchase of Improvements on the Leasehold Estate; provided, however, the encumbrance instrument shall be approved by the Secretary. The Lessor and the Lessee agree that the rights of the Lender with respect to this Lease, including any rights dealing with any foreclosure, sale or other enforcement of any encumbrance instrument, including any evictions relating thereto, shall be governed by the Minimum Requirements (as defined in the Memorandum of Understanding entered into as of _____, _____ by and among the the Tribe, the Lender and Fannie Mae, the "Memorandum of Understanding") established by the Tribe.

6. Term. The Lessee shall have and hold the Leasehold Estate for a term of fifty (50) years beginning on the Secretarial approval date of the Lease. In accordance with the terms of 25 C.F.R. § 162.14, this Lease shall not be terminated, whether by default or otherwise, during its term if, and as long as, the Lease and/or any Improvements on the Leasehold Estate, or any interest therein are mortgaged or otherwise pledged as security for any mortgage loan made in accordance with the provisions hereof, unless consent in writing to such termination is given by the Lender or its successors or assigns. The Lease shall not be subject to any forfeiture or reversion, and shall not be otherwise terminable if such event would adversely affect any interest in the Leasehold Estate (including Improvements thereon)

acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or any purchaser at a foreclosure sale under such mortgage or other lien (or other holder subsequent to such purchase), or acquired by the Lender pursuant to a conveyance in lieu of foreclosure. The Lessor hereby consents to an assignment of the Lease to the purchaser or the Lender, as applicable, in the event of such foreclosure or conveyance in lieu of foreclosure.

7. Rent. The consideration given for this Lease is: (a) the public purpose of the Lessor to increase housing availability and affordability for Tribal members; (b) the facilitation of access to mortgage credit; (c) the promise hereby given to pay the Lessor ground rent in the amount of _____ and ___/100 Dollars (\$ _____) payment to be made [in advance] [monthly]; (d) the extinguishment, hereby agreed to by the Lessee, of any and all use rights previously held by the Lessee in the Leasehold Estate, so that Lessee shall hereafter hold rights only by virtue of the Lease; and (e) other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Lessor. It is agreed that there shall be no increase of the ground rent if the Lease is terminated before its term otherwise would expire or in the event that any part of the Leasehold Estate is taken by condemnation for highway or other public purposes.

8. Events of Default. It shall be an "Event of Default" under the Lease upon the occurrence of any of the following events:

(a) The Lessee shall fail to pay the ground rent within thirty (30) days after the Lessor has sent to the Lessee notice of such default and such default is not cured by the Lender within thirty (30) days after a subsequent notice from the Lessor to the Lessee of the Lessee's failure to cure such default within the initial 30-day period;

(b) The Lessee shall fail to perform or observe any other material term or condition in the Lease, and such failure is not cured by the Lessee or the Lender within sixty (60) days after notice thereof from the Lessor to the Lessee and the Lender. However, in the event the Lessee or the Lender has commenced to cure the default within such sixty (60) day period and is continuing such cure with all due diligence but cannot by the exercise of due diligence cure the default within such cure period, the period shall be extended for such additional period as may be reasonably required under the circumstances to complete such cure; or

(c) The Lessor shall fail to perform or observe any material term or condition in the Lease (including the Lessor's breach of any representation or warranty provided in Section 13 below), and such failure is not cured by the Lessor or the Lender within sixty (60) days after notice thereof from the Lessee to the Lessor and the Lender. However, in the event the Lessor or the Lender has commenced to cure the default within such sixty (60) day period and is continuing such cure with all due diligence but cannot by the exercise of due diligence cure the default within such cure period, the period shall be extended for such additional period as may be reasonably required under the circumstances to complete such cure.

No default notice by the Lessor or the Lessee under the Lease shall be deemed to have been given unless and until a copy thereof shall have been so given to the Lender.

Upon the occurrence of an Event of Default, and subject to Section 6 hereof, the non-defaulting party may, immediately or at any time thereafter, initiate summary proceedings against the party in default in accordance with 25 C.F.R. § 162.14 and the rules and procedures of any court of competent jurisdiction.

The Lender shall become subrogated to any and all rights of the Lessor (provided subrogation of such rights to the Lessor is authorized by federal law and is approved by the Secretary) or the Lessee, as applicable, with respect to the Lender's curing of a default under the Lease.

If the Lessor or the Lessee, as applicable, cures a default under the Lease and the Lender shall discontinue its foreclosure proceedings or assignment in lieu of foreclosure, the Lease shall continue in full force and effect as if no default had occurred.

A default under this Lease shall constitute a default under a mortgage or other lien securing a mortgage loan from the Lender to the Lessee.

9. Lender's Authority to Act for Lessee. Lender shall have the right at any time prior to termination of the Lease to pay all rents due, to provide insurance, to pay any taxes and other amounts due, to make any reasonable repairs and improvements, to do any other act or thing required of Lessee by the Lease, and to do any act or thing that may be necessary and proper to be done in the performance and observance of the covenants, conditions, and agreements of the Lease to prevent the termination of the Lease. All payments so made and all things so done and performed by such Lender shall be as effective to prevent a termination of the Lease as the same would have been if made, done, and/or performed by Lessee instead of such Lender.

10. Assignment. The Lessee shall not assign the Leasehold Estate without the prior written consent of the Lessor; provided, however, upon the Lender's request [during the existence of] [upon the occurrence of] a default by the Lessee under the mortgage or other loan agreement for which the Lease and/or Improvements are pledged as security, the Lessee may, by written instrument satisfactory to the Lender and without the Lessor's or the Secretary's consent, assign the Leasehold Estate or deliver possession of the Leasehold Estate, including any Improvements thereon, to the Lender. Nothing in the Lease shall prevent the Lessee, without the Lessor's consent, from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary or appropriate to obtain financing as provided in Section 5 hereof, or shall prevent the Lender, or its successors or assigns, without the Lessor's or the Secretary's consent, from foreclosing or instituting other appropriate proceedings under appropriate law in the event of default by the Lessee on any mortgage or other loan agreement encumbering the Leasehold Estate. [NOTE: FOR HUD LOANS ADD THE FOLLOWING: "Lender shall obtain the Tribe's consent prior to obtaining title to the Leasehold Estate pursuant to a foreclosure or assignment in lieu of foreclosure."]

11. Right of First Refusal. Subsequent to Lessee's breach of any covenant or agreement under a mortgage or other security instrument for which the Lease or any Improvements on the Leasehold Estate are pledged as security, and upon the expiration of any applicable cure period provided Lessee therein, the Lessor shall have the right of first refusal to acquire the Lessee's Leasehold Estate (subject to all valid liens and encumbrances) upon either payment in full of all sums secured by the mortgage or assumption of the loan evidenced by the note and mortgage and execution of an assumption agreement acceptable in all respects to the Lender (including VA or HUD, as applicable). Such assumption agreement shall include, without limitation, a limited waiver of sovereign immunity, duly authorized by the Lessor, with respect to any action to collect any or all sums due or obligations owed by the Lessor to the Lender pursuant to the assumption, or to enforce any of the Lender's other rights or remedies in connection with the assumption. This right of first refusal may be exercised at any time within fifteen (15) business days of the date of the Lender's written notice to the Lessor of the Lessee's failure to cure the default in accordance with the terms of the Lender's acceleration notice to the Lessee under the mortgage or other security instrument requiring the Lessee to pay all sums secured by the mortgage, which notice shall be given before the Lender or successor invokes any other remedies provided under the mortgage or by law. This right of first refusal shall be exercised by notice in writing from the Lessor to the Lessee and the Lender. The Lessor's right of first refusal pursuant to an assumption shall be exercised solely for the purpose of providing a principal residence on the Leasehold Estate for eligible transferees in accordance with the laws of the Tribe. Notwithstanding the Lessor's right of first refusal to acquire the Lessee's interest in the Leasehold Estate, such right of first refusal shall be subject to any right the Lessee may have under the mortgage or by law to reinstatement after the acceleration, and the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale or foreclosure.

The estate acquired by the Lessor through exercise of the right of first refusal shall not merge with any other estate or title held by the Lessor as long as the Leasehold Estate and/or any Improvements on the Leasehold Estate, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and the Leasehold Estate shall remain subject to any valid and subsisting mortgage or other security instrument.

12. Foreclosure. In the event the Lender acquires the Leasehold Estate by foreclosure of the mortgage, declaration of trust and/or other security instrument or assignment of the Leasehold Estate in lieu of foreclosure (for which foreclosure or assignment in lieu of foreclosure shall not require approval of the Lessor or the Secretary; provided, however, with respect to HUD loans, the Lender shall obtain the Tribe's consent prior to obtaining title pursuant to any foreclosure or assignment in lieu of foreclosure) then:

(a) The Lender will notify the Lessor in writing of the availability of the Leasehold Estate and the Improvements for sale, the sales price and any other terms of sale;

(b) If a purchaser is found within 30 days of such foreclosure or assignment in lieu of foreclosure, upon completion of the sale upon terms satisfactory to the Lender, the Leasehold Estate and the Improvements shall be assigned by the Lender to the purchaser with the written consent and approval of the Secretary, which consent shall not be unreasonably withheld, and such purchaser shall be bound by the terms of the Lease and shall assume in writing all the obligations thereunder. The Lender is hereby authorized to sell the Leasehold Estate and the Improvements to any Tribal member without the approval of the Lessor, or any other person with the approval of the Lessor; and

(c) If a purchaser cannot be found within such 30-day period, the Lender shall be entitled to sublet the Leasehold Estate an unlimited number of times with the approval of the Secretary (but the Lessor shall not be entitled to approve any such sublease, and the Lessor shall not impose any qualifying criteria on any such sublessee); provided, however, any sublessee shall accept and agree in writing to be bound by the terms and conditions of the Lease. The term of any sublease period, however, shall not exceed one year. Where the Leasehold Estate has been sublet as provided in this paragraph, a subsequent purchaser approved by the Lessor and the Lender must wait until the expiration of any current sublease period before occupying the Leasehold Estate;

13. Lessor's Representations and Warranties. The Lessor hereby represents and warrants as follows:

(a) The Lessor is an Indian Tribe recognized by the Secretary;

(b) The Lessor is solvent and has not filed a petition for bankruptcy;

(c) The Lessor has the right, power, and authority to enter into, execute, and deliver this Lease, and to perform each and all of the Lessor's obligations hereunder;

(d) Any person executing this Lease on behalf of the Lessor has been duly authorized to execute and deliver the same on behalf of the Lessor pursuant to any organizational documents and all applicable laws;

(e) The Lease has been duly and validly executed, issued, and delivered by the Lessor and constitutes the valid, legally binding obligation of the Lessor;

(f) There are no claims or litigation, pending or threatened, known to the Lessor, that could materially and adversely affect this Lease, the Leasehold Estate, the Lessor's interest in and to the Leasehold Estate, or the Lessor's ability to perform any of its obligations under this Lease; nor is there any basis known to the Lessor for any unfavorable

decision, ruling, or finding that would materially and adversely affect the validity of this Lease, or that might result in any material adverse change in the condition of the Lessor;

(g) There are no outstanding liens, garnishments, or judgments against the Lessor, nor are there any eminent domain, taking, or termination proceedings or other governmental action or any judicial action of any kind known to the Lessor pending or threatened against the Leasehold Estate;

(h) The leasing of the Leasehold Estate and/or compliance by the Lessor with this Lease will not violate any existing federal or tribal law, the Lessor's form of governance, or any instrument or agreement binding upon the Lessor; and will not result in the imposition of any lien, charge, or encumbrance of any nature whatsoever on any of the Lessor's assets or property including, but not limited to, all or any portion of the Leasehold Estate, except as contemplated by this Lease;

(i) The Leasehold Estate and the use contemplated therefor in this Lease comply in all respects with all existing applicable federal and tribal zoning, building, subdivision, platting, and land use requirements;

(j) The Lessor is not prohibited from entering into the Lease by any agreement or other writing known to the Lessor or by federal or tribal law or regulation;

(k) The Lessor currently has no liabilities or remedial obligations with regard to the Leasehold Estate;

(l) There are no claims, liens, encumbrances, or other restrictions on or against the Leasehold Estate known to the Lessor, which result from liabilities arising under any applicable environmental laws (as such term may be defined in any mortgage or other security instrument encumbering the Leasehold Estate);

(m) The Lessor has received no notice, order, or other communication of any alleged or potential violation of, or failure to comply with, applicable laws including, but not limited to, any environmental laws;

(n) The Lessor has not been involved in the generation, storage, release, treatment, or disposal of any hazardous substance (as such term may be defined in any mortgage or other security instrument encumbering the Leasehold Estate) on, in, or under the Leasehold Estate except in compliance with applicable laws including, but not limited to, environmental laws;

(o) To the Lessor's knowledge, after diligent inquiry and inspection, no hazardous substance (other than amounts generally recognized to be appropriate to normal residential uses and to maintenance of the Leasehold Estate), is being or has ever been generated, stored, released, treated, or disposed of on, in, under, or from the Leasehold Estate, which estate is in compliance with all the environmental laws as of the date this Lease is executed;

(p) To the Lessor's knowledge, after diligent inquiry and inspection, no underground storage tanks are currently kept, stored, or used on the Leasehold Estate, nor have any underground storage tanks been kept, stored, or used on the Leasehold Estate; and

(q) To the Lessor's knowledge, the Lessor is in compliance with all applicable laws, including, but not limited to, any applicable environmental laws.

The Lessor shall hold harmless, defend and indemnify the Lender and its successors or assigns from and against all proceedings, claims, damages, penalties, costs and expenses arising directly or indirectly from (i) the Lessor's breach of

any environmental representation or warranty provided in this section or (ii) the presence or alleged presence of any hazardous substances on the Leasehold Estate.

14. No Subordination. The Lessor represents and warrants that there are no existing mortgages, charges, encumbrances or other liens on the Leasehold Estate or on the trust land underlying the Leasehold Estate except those identified in the related Bureau of Indian Affairs Title Status Report and/or related title insurance policy and, so long as a mortgage (or other lien) shall remain on the Leasehold Estate, the Lessor and the Lessee shall not subordinate the Lease to any mortgage or lien that may hereafter be placed on the Leasehold Estate or on the trust land underlying the Leasehold Estate. Any mortgage on the Leasehold Estate shall have priority over the Lessor's reversionary interest. If the Lessor conveys title to the trust land underlying the Leasehold Estate while a mortgage remains on the Leasehold Estate, the Lease shall remain in effect on the underlying trust land with the same lien priority.

15. Subordination of Lessor's Rights. Lessor's right to enter the Leasehold Estate and to remove all persons and property therefrom, and Lessor's other rights and remedies under the Lease, are subordinate to all rights and remedies of the Lender, including its successors or assigns, under the Lease and all documents, instruments, or other writings executed in connection with a mortgage or other lien on the Leasehold Estate, subject to applicable federal law and regulations.

16. Modification/Forfeiture of Lease. There shall be no modification, amendment, surrender or forfeiture of the Lease or Leasehold Estate without the prior written consent of the Lender and the Secretary.

17. Hazard or Property Insurance. All insurance policies maintained by the Lessee and required by the Lender shall by endorsement name the Lender and its successors and assigns as an additional insured and loss payee, and provide the Lender with 30 days' cancellation notice.

18. Condemnation/Casualty. If the Leasehold Estate is taken or subject to a casualty loss to such an extent that the Lease is to be terminated, the condemnation award, or casualty insurance proceeds, shall be applied first in an amount sufficient to satisfy any mortgage granted to the Lender. If the condemnation or casualty results in a taking or loss of less than the entire Leasehold Estate, and such taking or loss does not result in the termination of the Lease, the total award shall be paid to an appointed trustee, who shall first apply the award/proceeds in accordance with any mortgage granted to the Lender for restoration of the Improvements (if such trustee determines that the Improvements may reasonably be restored to a residential use consistent with the Lease), with the balance of such award or proceeds to be allocated between the Lessor and the Lessee as determined appropriate by such trustee.

19. Force Majeure. The Lessee shall not be in default where performance is delayed or prevented by Acts of God, war, civil commotion, strikes, labor disputes or the like.

20. Arbitration. The Lender shall have the right to intervene in any arbitration or legal proceedings between the Lessor and the Lessee as it relates to the Leasehold Estate and/or the Improvements.

21. Sublease. Any and all subleases shall be satisfactory in all respects to the Lender (including HUD or VA, as applicable) and the Secretary. There shall be no modification, cancellation, or surrender of any subleases, or prepayment of rent thereunder, without the consent of the Lender. If the Lender forecloses on the Leasehold Estate or takes an assignment in lieu of foreclosure, all subtenants shall attorn to the Lender or its assignee.

22. Estoppel Certificate. The Lessor shall, from time to time, within 30 days' written notice from the Lender, certify by written instrument, duly executed and acknowledged, to the Lender whether the Lease has been amended, whether the Lease is in full force and effect, and whether either party is in default thereunder. The Lessor shall further certify as to whether there are any offsets, counterclaims or defenses on the part of the Lessee.

23. Title Insurance. Any leasehold loan policy delivered by Lessee in connection with a mortgage loan secured by the Lessee's interest in the Leasehold Estate and the Improvements shall: (1) reflect the title status of the land underlying the Lease as well as insure the Lessee's interest in the Leasehold Estate and the Improvements; (2) insure that the Lease is not subordinate to any lien or encumbrance on the land underlying the Lease (except for any lien evidencing a claim for a leasehold tax imposed by the Lessor); and (3) otherwise satisfy any requirements of Fannie Mae under its Native American Conventional Lending Initiative as described in the Memorandum of Understanding.

24. Use Right. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to an event of default upon the part of Lessee, the Lessee, or its successor in interest, shall be entitled to use rights in the Leasehold Estate if the Lessee, or its successor in interest, is qualified under the laws and customs of the Tribe. If not so eligible, the Lessee, or its successor in interest, shall, upon demand, surrender to the Lessor upon expiration or other termination of this Lease, complete and peaceable possession of the Leasehold Estate along with any and all Improvements thereon, which shall be the property of the Lessor.

25. Lessee's Obligations to the United States. It is understood and agreed that while the leased property is in a trust or restricted status, all of the Lessee's obligations under the Lease, and the obligation of his or her sureties, are to the United States as well as to the owner of the land.

26. Termination of Federal Trust. Nothing contained in this Lease shall operate to delay or prevent a termination of federal responsibilities with respect to the leased property by the issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the Lease or any mortgage loan secured by the Leasehold Estate. The owners of the land underlying the Lease and the Lessee and his surety or sureties shall be notified of any such change in the status of such land. Should the leased property be released from a trust or restricted status during the term of any mortgage on the Leasehold Estate, any such mortgage shall remain in effect on the underlying land with the same priority it had with respect to the Leasehold Estate.

27. Interest of Member of Congress. No member of Congress or any delegate thereto or any Resident Commissioner shall be admitted to any share or part of the Lease or to any benefit that may arise herefrom.

28. Unlawful Conduct. The Lessee agrees not to use or cause to be used any part of the Leasehold Estate for any unlawful conduct or purpose.

29. Quiet Enjoyment. The Lessor agrees to defend the title to the Leasehold Estate and also agrees that the Lessee, or its successor in interest, shall peaceably enjoy the use of the Leasehold Estate without any hindrance, interruption, ejection or molestation by the Lessor or by any other persons whomsoever.

30. No Contrary Tribal Laws. Lessor shall not exercise its authority as a sovereign to create any statutory, administrative, common law, or other obligation of Lessee that may not reasonably be anticipated in the normal course of Lessee's use and occupancy of the Leasehold Estate, that may result in the imposition on Lessee of an unreasonable or extraordinary expense, or that may materially and unreasonably interfere with Lessee's use and enjoyment of the Leasehold Estate as a principal residence during the term of the Lease. This section is not intended to limit the Tribe's sovereign authority to regulate generally tribal trust land (e.g., to impose and collect tribal taxes or to establish tribal laws implementing zoning requirements, building codes, etc.).

31. Successors and Assigns. This Lease and all its terms and provisions shall be binding upon the heirs, successors, executors, administrators, and successors or assigns of the Lessee and any successors or assigns of the Lessor.

[NOTE: Add Any Additional Tribal or Lender Requirements by Addendum.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date provided above.

LESSOR

[Name of Tribe]

By: _____

Name: _____

Title: _____

CERTIFICATION OF THE [NAME OF TRIBE]

I, the undersigned, as Chairman/Governor of the [Name of Tribe] do hereby certify that the foregoing Lease was considered and approved by the Tribal Council at a duly called meeting on the _____ day of _____, _____, at which a quorum was present, that the same was adopted by a vote of ___ in favor and ___ opposed, and that _____ as Chairman/Governor, was authorized to sign the Lease on behalf of [Name of Tribe].

Attest:

_____, Chairman/Governor
Secretary

LESSEE:

Witness

LESSEE:

Witness

CERTIFICATE OF APPROVAL

The foregoing Lease is hereby approved on behalf of the Secretary of the Interior. Approval of the Lease shall not be construed to be an agreement or assurance that any land covered by the Lease will remain in a trust or restricted status during the period of the Lease.

Date: _____

Authorized Representative

_____ TRIBE) ss:

I, _____, an authorized notary public of the _____ Tribe, do hereby certify that _____, Chairman/Governor of the Lessor under the foregoing Lease, personally appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing Lease, has executed same, and acknowledge said Lease to be his (her) free and voluntary act and deed and that he (she) executed said Lease for the purposes and uses therein set forth.

Witness my hand and official seal this ___ day of _____, _____.

My Commission Expires:

(SEAL)
Authorized Notary Public

_____ TRIBE) ss:

I, _____, an authorized notary public of the _____ Tribe, do hereby certify that _____, the Lessee under the foregoing Lease, personally appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing Lease has executed same, and acknowledge said Lease to be his (her) free and voluntary act and deed and that he (she) executed said Lease for the purposes and uses therein set forth.

Witness my hand and official seal this _____ day of _____, _____.

My Commission Expires:

(SEAL)
Authorized Notary Public

_____ TRIBE) ss:

I, _____, an authorized notary public of the _____ Tribe, do hereby certify that _____, the Lessee under the foregoing Lease personally appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing Lease, has executed same, and acknowledge said Lease to be his (her) free and voluntary act and deed and that he (she) executed said Lease for the purposes and uses therein set forth.

Witness my hand and official seal this _____ day of _____, _____.

My Commission Expires:

(SEAL)
Authorized Notary Public

This Lease was prepared by _____.