

**IOWA TRIBE OF KANSAS AND NEBRASKA
EXECUTIVE COMMITTEE
_____, 2025**

WHEREAS, the Iowa Tribe of Kansas and Nebraska being organized and empowered by its Constitution and Bylaws (approved by the United States Secretary of the Interior and last amended in 2013); and,

WHEREAS, the Iowa Tribe of Kansas and Nebraska Executive Committee being duly organized met this 12th day of November, 2025; and,

WHEREAS, the executive Committee has authority to act for the Iowa Tribe of Kansas and Nebraska under the present Constitutional authorized as provided in Sec. 1.a., Article V – Powers; and,

WHEREAS, the Executive Committee has determined it is in the best interest of the Iowa Tribe of Kansas and Nebraska and its members to make and enter into a Real Estate Lease with the Iowa Tribe of Kansas and Nebraska, as Landlord, and White Cloud Health Center, an Iowa Tribe of Kansas and Nebraska limited liability company, as Tenant, in form and substance equivalent to Exhibit A attached hereto.

NOW THEREFORE, BE IT RESOLVED: That the Executive Committee hereby approves the Real Estate Lease attached as Exhibit A; and, be it further

RESOLVED: That any Executive Committee member be and is hereby authorized to sign the same for and on behalf of the Tribe as Landlord.

C E R T I F I C A T I O N

The foregoing Resolution was duly adopted this date, _____, 2025, at a special meeting of the Executive Committee, at which _____ members of the Committee were present, constituting a quorum, by a vote of ____ for; ____ against. Chairman abstained.

Attest:

Missty Slater, Chairman
Iowa Tribe Executive Committee

Anthony Fee, Secretary
Iowa Tribe Executive Committee

REAL ESTATE LEASE

THIS REAL ESTATE LEASE (the "Lease") is made and entered into as of the 15th day of October, 2025, by and between the IOWA TRIBE OF KANSAS AND NEBRASKA (hereinafter "Landlord") and WHITE CLOUD HEALTH CENTER, LLC, an Iowa Tribe of Kansas and Nebraska limited liability company (hereinafter "Tenant").

In consideration of mutual promises herein contained, Landlord and Tenant agree as follows:

1. Description of Premises. Landlord leases to Tenant the premises described on Exhibit 1 attached hereto (hereinafter referred to as the "Premises") on an "AS IS" basis with all faults.
2. Term. The term of this Lease is ten (10) years commencing on the 15th day of October, 2025, and ending on the 14th day of October, 2035.
3. Rent. Rent shall be payable, in advance, in the amount of One Dollar (\$1.00) for the entire ten (10) year term.
4. Use of Premises. The Premises may be used by Tenant for any lawful purpose.
5. Utilities. Tenant shall arrange and pay for utilities furnished to the Premises for the term of this Lease.
6. Repairs and Maintenance. Tenant shall be responsible for all other repairs and maintenance required during the term of the Lease including maintenance, repair and replacement of the HVAC system.
7. Taxes. Tenant shall pay any and all taxes assessed for the Premises.
8. Insurance. Tenant shall obtain and pay for (1) fire and extended coverage insurance for any improvements to the Premises and (2) for general liability insurance. Landlord shall be named as loss payee on the fire and extended coverage policy and as an additional insured on the liability policy.
9. Alterations. Tenant shall make no modifications, alterations, repairs, or improvements to Landlord's property unless prior approval is obtained from Landlord.
10. Legal Compliance. Tenant agrees to comply with all Federal, State, County and City laws and licensing requirements for environmental, zoning and occupational restrictions and assumes all liability for any non-compliance or violation.
11. Assignment/Subletting. Tenant shall not assign or sublet the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

12. Entry on Premises by Landlord. Landlord reserves the right to enter the Premises at reasonable times and upon reasonable notice to inspect same.

13. Breach/Default/Remedies. After breach or default of the terms imposed on Tenant under this Lease Agreement, Tenant shall have thirty (30) days after receipt of written notice from Landlord of any such breach of default to correct the conditions specified in the notice; if Tenant fails to correct such condition, Landlord shall have all rights and remedies available at law or equity.

14. Notices. All notices required or permitted to be given hereunder shall be by certified mail, postage prepaid, return receipt requested and if given by Tenant to Landlord, shall be addressed to the Landlord at the place last designated for payment of rent and if given by Landlord to Tenant shall be addressed to Tenant at the address of the Premises.

15. Attorneys' Fees and Costs. The prevailing party in any litigation initiated to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs of litigation.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and incorporates all representations made in connection with negotiation of the same.

17. Modifications. The terms hereof may not be terminated, amended, supplemented or modified orally, but only by an instrument duly authorized by each of the parties hereto in writing.

18. Agreement Binding. This Agreement and any amendments hereto shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

19. Counterparts/Facsimile Signature/Electronic Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be a duplicate original, but all of which together shall constitute one and the same instrument. Facsimile signatures and electronic signatures shall be equally valid and binding as original signatures.

IN WITNESS WHEREOF, this Real Estate Lease has been made and entered into as of the day and year first above written.

“Landlord”

“Tenant”

IOWA TRIBE OF KANSAS AND
NEBRASKA

WHITE CLOUD HEALTH CENTER, LLC

By: _____
Title: _____

By: _____
Title: _____

Exhibit 1

Premises

NW $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 34, Township 1 North, Range 18 East of the 6th P.M., Richardson County, Nebraska