

RESOLUTION OF THE SUMMIT LAKE PAIUTE COUNCIL  
SUMMIT LAKE PAIUTE TRIBE  
OF THE  
SUMMIT LAKE PAIUTE RESERVATION, NEVADA

RESOLUTION NO.: SL - 22 - 2008

TITLE: Authorizing the Lease of Office Space from the Reno-Sparks Indian Colony

WHEREAS, the Summit Lake Paiute Tribe, is a modern entity of the Northern Paiute People known, in English, as Lake Trout and Wild Onion Eaters who, for thousands of years, controlled 2,800 square miles of land in and around Summit Lake as a tribe with sovereign, unlimited, powers and laws (customs, traditions, usages, etc.); and,

WHEREAS, in 1964, and after much consideration, the members of the Lake Trout and Wild Onion Eaters organized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984) as amended, adopting, for certain sovereign purposes, the name "Summit Lake Paiute Tribe" with a tribal constitution titled "Articles of Association," the latter which was approved by the Secretary of the U.S. Department of the Interior on January 8, 1965; and,

WHEREAS, over time the members of the Summit Lake Paiute Tribe have regained a small fraction of their historic land base, including the Tribe's reserved lands (Reservation), and the Indian allotments outside the Reservation boundaries; and,

WHEREAS, the Tribe's Primary Administrative Office as well as its department and other offices were located outside of the Reservation by at least 100 miles and at least 74 miles from the nearest Indian or tribe operated health care, child care, and other federal governmental functions other tribes have had for many years and decades; and,

WHEREAS, the Tribe has a historic opportunity offered it by the vacancy of professional office space owned by the Reno-Sparks Indian Colony at 1933 Prosperity Street on the Colony and immediately adjacent child care and other governmental functions of the Colony regularly used by many members of the Tribe, and offered at a very reasonable price; and,

WHEREAS, the Summit Lake Paiute Tribe's Articles of Association grant to the Summit Lake Paiute Council (see Article II, Section 1) certain sovereign powers, including the power to improve the welfare and education of tribal members (see Article II, Section 1 (k)); and,

WHEREAS, a problem has occurred in funding the move of the Tribe's Primary Administrative Office and the offices of its Natural Resource and Environmental Protection Departments; and,

WHEREAS, the problem is that while yesterday, the Bureau of Indian Affairs ("BIA") finally approved the Tribe's 2008 Consolidated Tribal Government Program ("CTGP") funding, including contract support money, in the amount of \$169,029.00, the BIA's Awarding Officials Technical Representatives ("AOTRs") did not approve the CTGP budget which included a request for moving expenses supported by detailed documentation justifying the request; and,

WHEREAS, the Tribe is left with three (3) options. First, not make the historic move. Second, to delay the move until the BIA's AOTR approve the Tribe's CTGP budget and possibly lose the historic opportunity. Third, borrow the money needed to move from the Tribe's bank or other lending institution; and

NOW THEREFORE, BE IT RESOLVED that the Summit Lake Paiute Tribal Council does hereby authorize the Chairman of the Summit Lake Paiute Council ("Council") to contact the Superintendent to see if the approval of the CTGP budget can be done within several business days, and if it cannot, the Council hereby authorizes the Secretary/Treasurer of the Council, with the advise and consent of the Chairman of the Council, to contact the Tribe's bank or other lending institution and secure a loan for moving expenses.

BE IT FURTHER RESOLVED that the Summit Lake Paiute Council ("Council") does hereby authorize the Chairman and Secretary/Treasurer of the Council to sign the lease of office space of the Reno-Sparks Indian Colony at 1933 Prosperity Street on the Reno-Sparks Indian Colony with a starting date to coincide with securing the funds to move the Tribe's Primary Administrative Office and the offices of its Natural Resource and Environmental Protection Departments.

#### CERTIFICATION

JERRI LYNN BARLESE

I, ~~LORRAINE WATSON~~, Secretary/Treasurer of the Summit Lake Paiute Council, hereby certify that the above Resolution, No. SL -22- 2008, was brought before the Summit Lake Paiute Council at a duly held meeting on the 19th day of April, 2008, with three ( 3 ) members present, constituting a quorum, with the following votes to enact the Resolution: 2 FOR, 0 AGAINST; and, 0 ABSTAINING, with Council Chairman Warner Barlese presiding and not voting, and that this Resolution has not been rescinded, revoked or amended.

April 19, 2008

Date April 19 2008

  
Jerri Lynn Barlese  
Secretary/Treasurer  
Summit Lake Tribal Council

**COMMERCIAL BUSINESS LEASE**  
(1933 Prosperity Street)

THIS COMMERCIAL LEASE ("Lease") is made and entered by and between the Reno-Sparks Indian Colony, a tribal government organized under Section 16 of the Indian Reorganization Act (25 U.S.C. § 476), 98 Colony Road, Reno, Nevada 89502 (hereafter "Colony" or "Lessor"), and the Summit Lake Tribe, a tribal government organized under Section 16 of the Indian Reorganization Act (25 U.S.C. § 476) (hereafter "Tribe" or "Lessee"), on the following terms and conditions:

1. **Premises.** Lessor hereby leases to Lessee the following described real property and improvements thereon consisting of approximately 1,360 square feet at 1933 Prosperity Street, and the following assigned parking space(s): two off-street parking spaces as described on Exhibit 1, located in Washoe County, Reno, Nevada, 89502, and more particularly described in Exhibit 1, attached hereto and incorporated herein by reference (the "Premises"). The Premises is part of a larger parcel, Washoe County Assessor's Parcel No. 012-192-26, which is owned by the Colony (the "Property")

2. **Term of Lease.** The term of this Lease shall be for a term of two years, commencing on May 6, 2008 (the "Rent Commencement Date") and expiring at midnight on May 5, 2010 (the "Termination Date"), and hereafter the "Lease Term." At the conclusion of the Lease Term, and with the prior written permission of Lessor, Lessee may continue its occupancy of the Premises on a month-to-month basis and all the terms and conditions of this Lease continue to apply with equal force during such hold over period. Lessor may terminate the Lease during such hold over period at any time and for any reason or no reason upon twenty (20) days prior written notice to Lessee, or sooner if Lessee is in non-compliance with the terms or conditions of this Lease.

3. **Permitted Use and Rules.** The Premises shall be used and occupied only for the following purpose and no other: office space for government operations. The Lessee agrees that it will not use or permit the use of the Premises or any part thereof for any unlawful conduct or purpose. All vehicles owned or operated by the Lessee and parked on the Property shall be in good operational condition and properly licensed. Unauthorized vehicles found on Property may be towed by the Lessor at owner's expense. Lessor is not responsible for damage or theft to vehicles that are parked on the Property. Lessee shall faithfully observe and comply with any rules and regulations governing the Property as may from time to time be established by the Lessor, and Lessor agrees to promptly provide the Lessee copies of any such rules.

4. **Rent:**

(a) During the first year of the Lease Term, Lessee shall pay to Lessor monthly rent in the amount of \$1,306.00 per month, payable in advance on the first day of each month, for a total annual lease payment of \$15,672.00. During the second year of the Lease Term, Lessee shall pay to Lessor monthly rent in the amount of \$1,345.00 per month, payable in advance on the first day of each month, for a total annual lease payment of \$16,140.00.

(b) Rent is due and payable on the 1st of each month. Partial month's rent shall be prorated on the basis of a thirty (30) day month and shall be immediately due.

(c) Rent payments shall be made payable to the Reno-Sparks Indian Colony, Attention: Tax and Revenue Department, 98 Colony Road, Reno, Nevada 89502.

5. **Late Payment; Interest.** If the rental payment is not received by the fifth day of each month, a late charge of five percent (5%) of the monthly rental amount may be assessed. In addition, if rent or late fees become thirty (30) days or more past due, interest on any past due amount will be charged interest at the rate of ten percent (10%) per annum. The late charge and interest charge will be due and payable immediately. If any late charge or interest charge is due, any payment received shall be credited first to the late charge, then to the interest charge, then to the balance to the monthly rent due, without notice.

6. **Utilities.** All utility and service charges (including hookup and security deposits) are the sole responsibility of the Lessee. Utilities include, but not by way of limitation, water, sewage, gas, electricity, rubbish removal, telephone, internet, cable, and any other utilities or services supplied to the Premises. If one or more of such utilities or other services is supplied to the Premises as well as to other tenants on the Property without being individually metered or measured with respect to Lessee's Premises, Lessee's proportional share of the cost shall be determined by Lessor based on its estimate of Lessee's usage, or the square footage the Premises (factoring in common area costs) bears to the entire Property, or such other formula that is equitable under the circumstances, all as Lessor shall determine and notify Lessee in writing. No exterior utility fixtures (e.g. satellite dishes) may be attached to the Premises or the Property without the prior written consent of the Lessor, which may be approved or disapproved in the sole discretion of the Lessor.

7. **Security Deposit.** At execution date of this Lease, Lessee shall pay, in addition to the first month's rent, a security deposit in the amount of One Thousand Dollars (\$1,000.00) This deposit may be used by the Lessor to remedy any clean-up, for past due rent or other amounts owed by Lessee, or other losses incurred by Lessor as a result of Lessee's tenancy.

8. **Signage.** Lessee shall not place or permit to be placed any sign, marquee, awning, decoration or other attachment on or to the roof, canopy, storefront, windows (inside or outside), doors or exterior walls of the Premises or on the Property without the prior written consent of the Lessor. Lessor may, without liability to Lessee, enter upon the Premises and remove such signage. Lessee shall also not exhibit or affix flags, pennants, banners or similar items or use flashing lights or exterior sound devices without the Lessor's prior written consent.

9. **Waste or Nuisance.** The Lessee agrees that it will not commit or permit on the Premises any act which causes waste or a nuisance or which creates a hazard to the health and safety of persons on the Premises, the Property, or adjacent property.

10. **Subletting and Assignment.** Lessee shall not, without the prior written consent of the Lessor which may be granted or denied in Lessor's sole discretion, assign, sublease, or encumber

this Lease, the Premises, or any interest therein or permit any use of the Premises by anyone other than the Lessee.

11. **Condition of Premises.** Lessee has inspected and has actual knowledge of the condition of the Premises. Lessee stipulates that it has examined the Premises, including the grounds and all improvements and that they are at the time of the entry into the Lease, in good order and repair, safe, clean and in a leaseable condition.

12. **Maintenance.**

(a) The Lessee agrees to keep the Premises in good order, condition and repair during the term of this Lease and any option terms. Except for Lessor's maintenance responsibilities as set forth in Section 12(c) below, Lessee, at its sole cost, shall keep and maintain the Premises and make necessary repairs including, but not by way of limitation, repairs and replacements relating to inside of the Premises (including tenant improvements), including lighting fixtures, replacement of filters for heating and air conditioning, plumbing fixtures, replacement of light bulbs, and including exterior light bulbs above front door of the Premises. Lessee agrees that it will paint, varnish, wallpaper, or otherwise redecorate or renovate the interior of the Premises and Lessee's trade fixtures when necessary to maintain the Premises in a first class condition

(b) The Lessee agrees to keep the vestibule outside Lessee's Premises in good order, condition and repair for the duration of the term of this Lease, including snow and ice removal, at its own expense, and to comply with any snow removal requirements of local jurisdictions regarding adjacent sidewalks, and to not obstruct such vestibule area, or any portion of the common area with newspaper racks, bicycle stands, barbecues or other objects. Exceptions to this policy require the prior written consent of the Lessor.

(c) Provided Lessee is not in default and/or did not cause the damage or the required repairs or maintenance, Lessor's maintenance and repair obligations are limited to the following:

- (1) Exterior building roof repair and maintenance, including flashing, rain leaders and down spouting;
- (2) All exterior utility lines outside the building on the Property;
- (3) All bearing walls;
- (4) Paint exterior of building;
- (5) Maintain parking lot, including striping;
- (6) Heating and air conditioning system, except filters.

13. **Alterations and Improvements.**

(a) Lessee shall not make any alternations or improvements to the Premises without the prior written consent of the Lessor which consent may be withheld in Lessor's sole judgment. All such alternations or improvements shall become at once part of the Premises and belong to the Lessor, except for trade fixtures which may be removed without damage to the Premises.

(b) Lessor, from time to time, may make improvements to the Property or the Premises and will notify Lessee of any such improvements and shall use its best efforts to minimize impacts to the Lessee's enjoyment of the Premises. All construction work on the Premises, whether by the Lessee or the Lessor, shall be done in a good and workmanlike manner, and in compliance with applicable laws and ordinances, regulations and orders. Either party may inspect the work of the other at reasonable times and shall promptly give notice to the other of observed defects or problems.

14. **Damage or Loss.** Lessee hereby assumes and shall bear the entire risk of direct and consequential loss and damage to the Premises or Lessee's personal property from any and every cause whatsoever except to the extent of Lessor's willful misconduct or negligence or acts of God beyond the control of the parties. No loss or damage to the Premises or any part thereof shall release or impair any obligations of the Lessee under this Lease, which shall continue in full force and effect and shall be absolute during the term hereof, unless the Lessor determines, in its sole discretion, that the damage or loss justifies a lease termination or other rent reduction. Lessor shall not incur any liability to Lessee for any loss of business, loss of profits, expenses, or any other damages resulting to Lessee by reason of any delay in delivery or any delay caused by any non-performance, defective performance, or breakdown of the Premises, nor shall Lessor, except for Lessor's willful misconduct or gross negligence, at any time be responsible for personal injury or the loss of destruction of any other property on the Premises or Property.

15. **Right of Entry.** Lessee shall permit Lessor (or its agents) to enter the Premises at all reasonable times for the purpose of inspecting the Premises, determining compliance with this Lease, making any needed repairs, exercising any of Lessor's rights under this Lease, posting notices, or for any other lawful purpose. Lessee will give a current copy of entry door key to Landlord which will be placed in fire department lock box.

16. **Insurance.** Commencing on the Rent Commencement Date, Lessee agrees to provide and keep in force commercial general liability insurance applicable to the Premises and Lessee's activities naming Lessor as an additional insured for bodily injury, death, property damage, personal injury, with coverage in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) per person; One Million Dollars (\$1,000,000.00) per occurrence; and personal property damage in an amount of at least One Hundred Thousand Dollars (\$100,000.00), and to deliver certificates of such insurance to Lessor. Insurance required herein shall be provided by such companies that are rated "A" or better by "Best's Insurance Guide" or the equivalent and that are satisfactory to Lessor. Lessee shall pay the premiums therefore and deliver to Lessor evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any

named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies. Lessor shall maintain fire and casualty property insurance for the Premises and the Property. Lessee shall maintain insurance for contents and personal property and equipment.

17. **Workers' Compensation Insurance.** At all times and at its own expense, Lessee shall maintain in force workers' compensation insurance covering all persons employed by it in the conduct of its business on the Premises, and deliver certificates of such insurance to Lessor.

18. **Indemnification.** Lessee agrees to indemnify, defend and hold Lessor harmless from all liability for all suits, damages, injuries, claims, actions, or charges arising from the negligence or wrongful actions or inactions by Lessee, its employees, agents, and invitees relating to the Premises, including attorneys' fees and costs associated with same, but excluding any negligent or wrongful actions or inactions by the Lessor or its employees or agents.

19. **Bankruptcy.** In no event shall this Lease or the Premises become an asset of the Lessee in bankruptcy, receivership or other judicial proceedings. In the event that Lessee becomes insolvent or shall make an assignment for the benefit of creditors, or files a petition in bankruptcy by or against the Lessee, or a receiver is appointed for the Lessee or the Lessee's property, or a writ of execution is levied against the Lessee's property, Lessee shall be in default of this Lease and Lessor may terminate the Lease without notice.

20. **Liens.** The Lessee shall keep the Premises free from all liens and claims of mechanics, materialmen and others. Should any lien or claim of lien be filed or notice be given, Lessee shall cause the same to be immediately satisfied and removed. In the event the Lessee should fail to cause the immediate cancellation or removal of any lien or claim of lien so filed, such failure shall constitute a default under this Lease.

21. **Default and Remedies.**

(a) Upon default or breach by the Lessee in the payment of rent when due or any other obligation or covenant imposed by this Lease, the Lessor shall serve Lessee with written notice setting forth in specific detail the nature of the default and permitting Lessee ten (10) days to cure the default. If within the ten (10) days of receipt of notice, the default is cured or Lessee agrees to the satisfaction of Lessor to take the necessary corrective measures to cure the default, the Lease may not be terminated. Chronic delinquency by Lessee in the payment of rent or other amounts owing shall be grounds for lease termination without right to cure.

(b) If Lessee has not cured the default within the ten (10) day period or obtained written consent from the Lessor for a longer time period to cure the default, the Lessor may exercise one or more of the following: (1) terminate the Lessee's right to occupy the Premises by providing Lessee with at least five (5) days written notice; and/or (2) accelerate all rents which are payable during the remainder of the Lease Term without notice or demand. Lessor will attempt to mitigate any damage or loss caused by Lessee's breach by using commercially reasonable means, if Lessee is in default. Lessee will be liable for all costs incurred by the Lessor including, but not by way of limitation: (1) any lost rent, (2) Lessor's cost of reletting the

Premises, (3) repairs to Premises beyond ordinary wear and tear, (4) all Lessor's costs associated with the eviction of the Lessee, (5) all Lessor's costs associated with collection of rent, utilities, late charges, etc., (6) cost of removing any of Lessee's property, equipment or fixtures left on the Premises, (7) any other recovery to which Lessor may be entitled under this Lease or equity or applicable law.

22. **Condemnation.** Should the whole or part of the Premises be condemned under any power of eminent domain, or acquired for any public or quasi-public use, the damage proceeds and consideration for such acquisition shall be payable to the Lessor. Lessee hereby waives any and all interest therein. If the whole of the Premises is condemned or taken which materially and substantially prevents the use of the Premises by the Lessee, then this Lease shall terminate as of the date of condemnation. The Lessor shall return to the Lessee any rent paid in advance.

23. **Federal Trust Status.** Should the Lessor seek to have the title to the Premises taken into federal trust by the Secretary of Interior, the Lessee agrees that all obligations owed to or rights of the Lessor under the Lease shall also be obligations by Lessee to the Secretary of Interior or rights of the Secretary. If and when the Premises are placed in federal trust, the Lessee agrees to conform this lease to any requirements of the Secretary of the Interior that may be required by federal law or reasonably required by the Secretary of Interior in order to place the title to the Premises in federal trust.

24. **Hazardous Materials.** Lessee agrees not to store or maintain any hazardous materials on the Premises, without prior written consent of the Lessor and without obtaining all necessary permits. Should hazardous materials be placed on the Premises without prior written approval of the Lessor, or contrary to applicable legal requirements, the Lessor may terminate this Lease and the Lessee shall become liable for any damage, clean-up, penalties or other assessments imposed by a federal, tribal or other governmental entity having jurisdiction and authority. Hazardous substances shall include, but not be limited to, explosives, radioactive materials, asbestos in any form, hazardous waste, toxic wastes or any hazardous materials as defined by applicable environmental laws.

25. **Taxation.** Taxes, assessments, fees, or charges attributable to the Premises or the use of the Premises (or its pro rata share of taxes on the Property), including personal property taxes, shall be promptly paid in their entirety by the Lessee throughout the term of the Lease. Lessor will pay any applicable real estate taxes.

26. **Jurisdiction.** The parties agree that the Tribal Court of the Reno-Sparks Indian Colony and its laws shall have exclusive jurisdiction over any dispute which may arise under this Lease, with the prevailing party entitled to their attorney fees and reasonable costs. The Lessee understands and agrees that the laws of the Reno-Sparks Indian Colony apply to the Property and the Premises.

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27. **Notices.** Any notices to be given either party by the other shall be in writing and either served personally or sent by certified or registered mail addressed as follows:

LESSOR:

Tribal Chairman  
Reno-Sparks Indian Colony  
98 Colony Road  
Reno, NV 89502-1474

Copy To:

Director of Business Enterprises  
Reno-Sparks Indian Colony  
98 Colony Road  
Reno, NV 89502-1474

LESSEE:

Tribal Chairman  
Summit Lake Paiute Tribe  
1933 Prosperity Street  
Reno, NV 89502

Copy To:

Administrator  
Summit Lake Paiute Tribe  
1933 Prosperity Street  
Reno, NV 89502

28. **Amendments.** Any amendments to this Lease shall be in writing, signed by both parties, and attached to this Lease. The Parties agree there are not other understandings, implied or otherwise, between the Parties except as set forth herein.

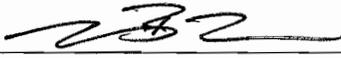
The undersigned parties warrant that they are authorized to sign this lease and bind each party to the Lease. This Lease is entered into at the Lessor's office at 98 Colony Road, Reno, Nevada, and this Lease shall become effective on the date of the last party sign below.

LESSOR:

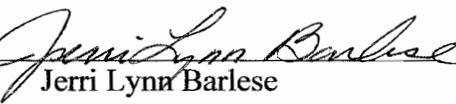
By: \_\_\_\_\_  
Arlan D. Melendez  
Tribal Chairman

Date: \_\_\_\_\_

LESSEE:

By:  \_\_\_\_\_  
Warner Barlese  
Tribal Chairman

Date: 4/19/08 \_\_\_\_\_

By:  \_\_\_\_\_  
Jerri Lynn Barlese  
Secretary/Treasurer

Date: 4/19/08 \_\_\_\_\_

Exhibit 1: Description of Premises