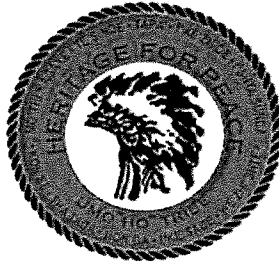


# OMAHA TRIBE OF NEBRASKA

## Executive Officers

Jason Sheridan, Chairman  
Leander Merrick, Vice-Chairman  
Alan Harlan, Treasurer  
Cheyenne Robinson, Secretary



## Members

Dustin Lovejoy  
Galen Aldrich Sr.  
Jerome Hamilton

## RESOLUTION NO. 25-78 OF THE OMAHA TRIBE OF NEBRASKA

**RE:** *Authorization for Section 105(l) BIA Leases*

**WHEREAS:** The Omaha Tribe of Nebraska is federally recognized Indian tribe of organized under a constitution and bylaws approved by the Secretary of Interior on April 30, 1936, pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934; and

**WHEREAS:** pursuant to Article III, Sec.1 of the constitution of the Omaha Tribe of Nebraska, the governing body of the Omaha Tribe shall also be known as Tribal Council; and

**WHEREAS:** Omaha Tribal Council, pursuant to Article IV, (I)j, has the Responsibility to safeguard, promote and enforce the peace, economy, safety, law and order, and general welfare of the Tribe and the Omaha Reservation; and

**WHEREAS:** federal law requires the Secretary of the U.S. Department of the Interior to enter into a lease agreement with a tribe proposing a lease pursuant to Section 105(l) of Public Law 93-638, as amended (codified at 25 U.S.C. § 5324(l)), with such lease compensation as calculated in accordance with 25 C.F.R. Part 900 Subpart H (beginning at 25 C.F.R. § 900.69); and

**WHEREAS:** the U.S. Department of the Interior requires tribes and tribal organizations to certify that all information provided by the tribe or tribal organization for purposes of calculation of calculating lease compensation under Section 105(l) of Public Law 93-638 is true and correct; and

**NOW THEREFORE BE IT RESOLVED:** Gregory Phillips and Yolanda Faauusu are authorized to submit lease proposals to the U.S. Department of the Interior for the following facilities pursuant to Public Law 93-638:

Omaha Tribe of Nebraska Social Services Building

100 Main Street, Macy, Nebraska

Omaha Tribe of Nebraska Tribal Administration Building

497 Main Street, Macy, Nebraska

Gilpin Building

440 Skunk Hollow Drive, Macy, Nebraska  
Roads Department Maintenance Building  
107 Omaha Way, Macy, Nebraska  
Roads Department Storage Building  
109 YellowSmoke Road, Macy, Nebraska  
Omaha Tribe of Nebraska Wildlife and Parks Department  
906 County Road 36, Macy, Nebraska

**BE IT FURTHER RESOLVED**, Gregory Phillips and Yolanda Faausuusu are authorized to negotiate and execute said lease agreement and to take all measures necessary to implement said lease agreement for FY 2023, FY 2024, FY 2025, and for any other initial lease year and subsequent lease periods for which funds are available; and

**BE IT FURTHER RESOLVED**, Gregory Phillips and Yolanda Faausuusu are hereby designated as the appropriate officials to verify the information provided by the tribe or tribal organization for purposes of calculating lease compensation under Section 105(l) of Public Law 93-638, and is hereby authorized to attest as to the accuracy of such.

### CERTIFICATION

This is to certify that the foregoing resolution was considered at a duly called meeting of the Omaha Tribal Council on the 4 day of March, 2025, and was adopted by a vote of: 4 for; 0 against; 1 abstaining; with the Chairman not voting. A quorum of 5 was present

MEMBERS VOTE:	YES	NO	ABSTAIN/ABSENT
Jason Sheridan			Abstain
Leander Merrick	X		
Alan Harlan			Absent
Cheyenne Robinson	X		
Dustin Lovejoy			Absent
Galen Aldrich Sr.	X		
Jerome Hamilton	X		

Submitted by:

Cheyenne Robinson 3/26/25  
Cheyenne Robinson, Secretary Date  
Omaha Tribal Council

Attest:

Jason Sheridan 3/26/25  
Jason Sheridan, Chairman Date  
Omaha Tribal Council

## Omaha Tribe of Nebraska

### Omaha Tribe of Nebraska Social Services Building (100 Main Street)

**THIS LEASE** is made and entered into as of the 1 day of September, 2025 by and between the Omaha Tribe of Nebraska, a federally recognized Indian Tribe ("*Lessor*"), whose address is 100 Macy Street, Macy, NE 68039, and **THE UNITED STATES DEPARTMENT OF THE INTERIOR**, acting through the Office of the Assistant Secretary - Indian Affairs (hereinafter referred to as "*U.S. Government*"), whose address is Main Building, 1849 C Street N.W., MS-3609-MIB, Washington, D.C., 20240. This lease is executed under the authority of the *Indian Self-Determination and Education Assistance Act* at 25 U.S.C. §5324(*I*) and the regulations at 25 C.F.R Part 900, Subpart H, and pursuant to the agreement and authority set out in Contract No. A23V00089 ("Contract") between the Omaha Tribe of Nebraska and the Department of the Interior - Bureau of Indian Affairs.

Lessor and U.S. Government agree as follows:

1. **Leased Premises.** The Lessor hereby leases to the U.S. Government the following described Leased Premises:  
  
A total of 6,160 leasable square feet in the Omaha Tribe of Nebraska Social Services Building, located at 100 Macy Street, Macy, Nebraska. (See Exhibit A.)
2. **Lease.** For and in consideration of the Lease Compensation and agreements hereinafter set forth, Lessor hereby leases the Leased Premises to U.S. Government, and U.S. Government hereby leases and accepts the Leased Premises from Lessor.
3. **Purpose.** The Omaha Tribe of Nebraska shall maintain and operate the Leased Premises for the administration and delivery of services relating to the following Programs pursuant to the Contract:

### Consolidated Tribal Government Program (CTGP)

4. **Permitted Use of Leased Premises.** At all times during the Lease Term, Omaha Tribe of Nebraska shall operate the Leased Premises for the administration and delivery of services relating to the PFSAs listed in Section 3 above pursuant to the Contract and Section 3 as stated above. No change of the Permitted Use of the Leased Premises shall be undertaken without prior written approval of the parties.
5. **Authority.** The parties enter into this Lease under the authority of the *Indian Self-Determination and Education Assistance Act* at 25 U.S.C. § 5324(*I*) and the regulations at 25 C.F.R Part 900, Subpart H. and of the Contract.
6. **Incorporation of Lease into Contract by Amendment.** At the request of the Lessor, this Lease shall be entered into by U.S. Government, pursuant to the Annual Funding Agreement and 25 U.S.C. § 5324(*I*), and thereafter shall be incorporated into the Contract.
7. **Impact on Contract Support Cost Calculations.**
  2. Lessor costs for insurance that it acquires pursuant to Section 10.1 are included in the Lease Compensation (See Exhibit B) and may not be included in Contract Support Cost Calculations under the Contract.

- b. No other costs provided under this Lease may be again included in Contract Support Cost Calculations under the Contract. The purpose of this section is to prevent duplicate compensation for Lease costs.
- 8. **Lease Term.** The term for this Lease is September 1, 2025 through August 31, 2026. This Lease will be terminated if the Lessor fails to use the facilities in accordance with the terms of this Lease. This Lease may be renewed annually, subject to Section 9.c., at the request of the Lessor and upon mutual agreement of the U.S. Government on the same terms and conditions as set forth herein. The Lessor shall provide notice of intent to renew this Lease at least three months in advance of the expiration date of the lease term.
- 9. **Lease Compensation**
  - a. **Payment.** Lease Compensation shall be payable directly to Lessor in accordance with Section b(6) of the Contract.
  - b. **Facility Lease Compensation.** The lease compensation due for the Lease Term is \$75,776, based on a fair market rental appraisal. This Total Lease Amount represents the full and complete compensation under this Lease Agreement. The Parties agree that the Total Lease Amount is the negotiated amount for the cost elements requested and no additional compensation is due or owed under this Lease Agreement.
  - c. **Subject to Availability of Funds.** Compensation under this Lease is subject to Congressional action on appropriations and will be adjusted accordingly.
- 10. **Insurance.**
  - 10.1. **Lessor Responsibility.** Lessor shall be responsible for major repairs to the Leased Premises. Without prejudice to the foregoing, Lessor shall be solely responsible for procuring and maintaining "all-risk" property insurance for all facilities comprising the Leased Premises and such other insurance that it deems necessary to protect its ownership interest in the Leased Premises, of such type and coverage, and on such other terms, as it may determine in its discretion.
  - 10.2. **U.S. Government Responsibility.** The U.S. Department of the Interior is an agency of the United States Government, which self-insures in accordance with the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.*, and backed by the United States Judgment Fund, a bureau of the United States Treasury.
- 11. **Additional Costs and Funding.** Lessor shall not request additional funding for replacement or repair of the Leased Premises from the U.S. Government during the Lease Term.
- 12. **Right of Lessor to Review Operation of Leased Premises.** U.S. Government shall not object to Lessor's exercise of any right Lessor may possess to review the operation of the Leased Premises during the Lease Term.
- 13. **Dispute Resolution.** Pursuant to incorporation of this Lease into the Contract by amendment, any claim, dispute, or other matter arising out of or relating to this Lease shall be subject to resolution pursuant to Section b(12) of the Contract.

14. **Validity of Lease and Amendments.** This Lease shall not be valid or binding upon either party hereto until approved by the U.S. Government and the Omaha Tribe of Nebraska with the Omaha Tribe of Nebraska's authorizing resolution attached hereto as **Exhibit C**. Any modifications of or amendments to this Lease shall be valid only if made in a writing approved by the Lessor and the U.S. Government.
15. **Severability.** If any term or provision of this Lease Agreement is determined to be unenforceable, the rest and remainder of this Lease Agreement shall remain in full force and effect.
16. **Merger Clause.** This Lease document represents the entire agreement of the Omaha Tribe of Nebraska and the United States Department of the Interior in relation to the facilities lease for Omaha Tribe of Nebraska Social Services Building for the term of the lease identified in Section 8 of this lease. No other documents or communications not incorporated herein shall have any force or effect on this Lease Agreement.
17. **Notices; Payments; Demands.** Except for payments to Lessor, 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:

17.1 For Lessor:

Jason Sheridan  
Omaha Tribe of Nebraska  
P.O. Box 368  
Macy, NE 68039

17.2 For U.S. Government:

Assistant Secretary-Indian Affairs  
Department of the Interior  
1849 C Street NW MS-4660-MIB  
Washington, DC 20240

with a copy to:

Timothy LaPointe  
Great Plains Regional Office Indian Affairs  
115 4th Ave. SE  
Suite 400  
Aberdeen, SD 57401

with a copy to:

Office of Facilities, Property and Safety Management-  
Indian Affairs  
Department of the Interior  
12220 Sunrise Valley Dr.  
Reston, VA 20192

18. **Waiver.** No waiver by a party of any of its rights or of any default of the other party's obligations under this Lease, or of any provision of this Lease, shall be effective unless made in writing signed by the waiving party. Neither waiver nor any failure of a party to insist on strict performance under this Lease by the other party shall affect the right of such party thereafter to enforce such provision or to exercise any right or remedy in the event of any default of the other party, whether or not similar.

19. **Commencement Date.** The Commencement Date for this Lease Agreement is the 1st day of September, 2025.

LESSEE:


**United States Department of the Interior**

\_\_\_\_\_  
Deputy Assistant Secretary – Management

Dated: \_\_\_\_\_

LESSOR:

**Omaha Tribe of Nebraska**

  
\_\_\_\_\_  
Jason Sheridan  
Omaha Tribal Chairman

Dated: \_\_\_\_\_

## Omaha Tribe of Nebraska

### Roads Department Maintenance Building (107 Omaha Way)

**THIS LEASE** is made and entered into as of the 1 day of September, 2025 by and between **the Omaha Tribe of Nebraska**, a federally recognized Indian Tribe ("*Lessor*"), whose address is 100 Macy Street, Macy, NE 68039, and **THE UNITED STATES DEPARTMENT OF THE INTERIOR**, acting through the Office of the Assistant Secretary - Indian Affairs (hereinafter referred to as "*U.S. Government*"), whose address is Main Building, 1849 C Street N.W., MS-3609-MIB, Washington, D.C., 20240. This lease is executed under the authority of the *Indian Self-Determination and Education Assistance Act* at 25 U.S.C. §5324(l) and the regulations at 25 C.F.R Part 900, Subpart H, and pursuant to the agreement and authority set out in Contract No. A23V00089 ("Contract") between the Omaha Tribe of Nebraska and the Department of the Interior - Bureau of Indian Affairs.

Lessor and U.S. Government agree as follows:

1. **Leased Premises.** The Lessor hereby leases to the U.S. Government the following described Leased Premises:  
  
A total of 7,200 leasable square feet in the Roads Department Maintenance Building facility, located at 107 Omaha Way, Macy, Nebraska. (See Exhibit A.)
2. **Lease.** For and in consideration of the Lease Compensation and agreements hereinafter set forth, Lessor hereby leases the Leased Premises to U.S. Government, and U.S. Government hereby leases and accepts the Leased Premises from Lessor.
3. **Purpose.** The Omaha Tribe of Nebraska shall maintain and operate the Leased Premises for the administration and delivery of services relating to the following Programs pursuant to the Contract:

### Consolidated Tribal Government Program (CTGP)

4. **Permitted Use of Leased Premises.** At all times during the Lease Term, Omaha Tribe of Nebraska shall operate the Leased Premises for the administration and delivery of services relating to the PFSA's listed in Section 3 above pursuant to the Contract and Section 3 as stated above. No change of the Permitted Use of the Leased Premises shall be undertaken without prior written approval of the parties.
5. **Authority.** The parties enter into this Lease under the authority of the *Indian Self-Determination and Education Assistance Act* at 25 U.S.C. § 5324(l) and the regulations at 25 C.F.R Part 900, Subpart H. and of the Contract.
6. **Incorporation of Lease into Contract by Amendment.** At the request of the Lessor, this Lease shall be entered into by U.S. Government, pursuant to the Annual Funding Agreement and 25 U.S.C. § 5324(l), and thereafter shall be incorporated into the Contract.
7. **Impact on Contract Support Cost Calculations.**
  - a. Lessor costs for insurance that it acquires pursuant to Section 10.1 are included in the Lease Compensation (See Exhibit B) and may not be included in Contract Support Cost Calculations under the Contract.



- b. No other costs provided under this Lease may be again included in Contract Support Cost Calculations under the Contract. The purpose of this section is to prevent duplicate compensation for Lease costs.
- 8. **Lease Term.** The term for this Lease is September 1, 2025 through August 31, 2026. This Lease will be terminated if the Lessor fails to use the facilities in accordance with the terms of this Lease. This Lease may be renewed annually, subject to Section 9.c., at the request of the Lessor and upon mutual agreement of the U.S. Government on the same terms and conditions as set forth herein. The Lessor shall provide notice of intent to renew this Lease at least three months in advance of the expiration date of the lease term.
- 9. **Lease Compensation**
  - a. **Payment.** Lease Compensation shall be payable directly to Lessor in accordance with Section b(6) of the Contract.
  - b. **Facility Lease Compensation.** The lease compensation due for the Lease Term is \$43,000, based on a fair market rental appraisal. This Total Lease Amount represents the full and complete compensation under this Lease Agreement. The Parties agree that the Total Lease Amount is the negotiated amount for the cost elements requested and no additional compensation is due or owed under this Lease Agreement.
  - c. **Subject to Availability of Funds.** Compensation under this Lease is subject to Congressional action on appropriations and will be adjusted accordingly.
- 10. **Insurance.**
  - 10.1. **Lessor Responsibility.** Lessor shall be responsible for major repairs to the Leased Premises. Without prejudice to the foregoing, Lessor shall be solely responsible for procuring and maintaining "all-risk" property insurance for all facilities comprising the Leased Premises and such other insurance that it deems necessary to protect its ownership interest in the Leased Premises, of such type and coverage, and on such other terms, as it may determine in its discretion.
  - 10.2. **U.S. Government Responsibility.** The U.S. Department of the Interior is an agency of the United States Government, which self-insures in accordance with the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.*, and backed by the United States Judgment Fund, a bureau of the United States Treasury.
- 11. **Additional Costs and Funding.** Lessor shall not request additional funding for replacement or repair of the Leased Premises from the U.S. Government during the Lease Term.
- 12. **Right of Lessor to Review Operation of Leased Premises.** U.S. Government shall not object to Lessor's exercise of any right Lessor may possess to review the operation of the Leased Premises during the Lease Term.
- 13. **Dispute Resolution.** Pursuant to incorporation of this Lease into the Contract by amendment, any claim, dispute, or other matter arising out of or relating to this Lease shall be subject to resolution pursuant to Section b(12) of the Contract.

14. **Validity of Lease and Amendments.** This Lease shall not be valid or binding upon either party hereto until approved by the U.S. Government and the Omaha Tribe of Nebraska with the Omaha Tribe of Nebraska's authorizing resolution attached hereto as **Exhibit C**. Any modifications of or amendments to this Lease shall be valid only if made in a writing approved by the Lessor and the U.S. Government.
15. **Severability.** If any term or provision of this Lease Agreement is determined to be unenforceable, the rest and remainder of this Lease Agreement shall remain in full force and effect.
16. **Merger Clause.** This Lease document represents the entire agreement of the Omaha Tribe of Nebraska and the United States Department of the Interior in relation to the facilities lease for the Roads Department Maintenance Building for the term of the lease identified in Section 8 of this lease. No other documents or communications not incorporated herein shall have any force or effect on this Lease Agreement.
17. **Notices; Payments; Demands.** Except for payments to Lessor, 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:

**17.1 For Lessor:**

Jason Sheridan  
Omaha Tribe of Nebraska  
P.O. Box 368  
Macy, NE 68039

**17.2 For U.S. Government:**

Assistant Secretary-Indian Affairs  
Department of the Interior  
1849 C Street NW MS-4660-MIB  
Washington, DC 20240

with a copy to:

Timothy LaPointe  
Great Plains Regional Office Indian Affairs  
115 4th Ave. SE  
Suite 400  
Aberdeen, SD 57401

with a copy to:

Office of Facilities, Property and Safety Management-  
Indian Affairs  
Department of the Interior  
12220 Sunrise Valley Dr.  
Reston, VA 20192

18. **Waiver.** No waiver by a party of any of its rights or of any default of the other party's obligations under this Lease, or of any provision of this Lease, shall be effective unless made in writing signed by the waiving party. Neither waiver nor any failure of a party to insist on strict performance under this Lease by the other party shall affect the right of such party thereafter to enforce such provision or to exercise any right or remedy in the event of any default of the other party, whether or not similar.

19. **Commencement Date.** The Commencement Date for this Lease Agreement is the 1st day of September, 2025.

LESSEE:


**United States Department of the Interior**

\_\_\_\_\_  
Deputy Assistant Secretary – Management

Dated: \_\_\_\_\_

LESSOR:

**Omaha Tribe of Nebraska**

  
\_\_\_\_\_  
Jason Sheridan  
Omaha Tribal Chairman

Dated: \_\_\_\_\_

## Omaha Tribe of Nebraska

### Roads Department Storage Building (109 YellowSmoke Road)

**THIS LEASE** is made and entered into as of the 1 day of September, 2025 by and between **the Omaha Tribe of Nebraska**, a federally recognized Indian Tribe ("*Lessor*"), whose address is 100 Macy Street, Macy, NE 68039, and **THE UNITED STATES DEPARTMENT OF THE INTERIOR**, acting through the Office of the Assistant Secretary - Indian Affairs (hereinafter referred to as "*U.S. Government*"), whose address is Main Building, 1849 C Street N.W., MS-3609-MIB, Washington, D.C., 20240. This lease is executed under the authority of the *Indian Self-Determination and Education Assistance Act* at 25 U.S.C. §5324(I) and the regulations at 25 C.F.R Part 900, Subpart H, and pursuant to the agreement and authority set out in Contract No. A23V00089 ("Contract") between the Omaha Tribe of Nebraska and the Department of the Interior - Bureau of Indian Affairs.

Lessor and U.S. Government agree as follows:

1. **Leased Premises.** The Lessor hereby leases to the U.S. Government the following described Leased Premises:

A total of 2,548 leasable square feet in the Roads Department Storage Building facility, located at 109 YellowSmoke Road, Macy, Nebraska. (See Exhibit A.)

2. **Lease.** For and in consideration of the Lease Compensation and agreements hereinafter set forth, Lessor hereby leases the Leased Premises to U.S. Government, and U.S. Government hereby leases and accepts the Leased Premises from Lessor.
3. **Purpose.** The Omaha Tribe of Nebraska shall maintain and operate the Leased Premises for the administration and delivery of services relating to the following Programs pursuant to the Contract:

#### Consolidated Tribal Government Program (CTGP)

4. **Permitted Use of Leased Premises.** At all times during the Lease Term, Omaha Tribe of Nebraska shall operate the Leased Premises for the administration and delivery of services relating to the PFSA's listed in Section 3 above pursuant to the Contract and Section 3 as stated above. No change of the Permitted Use of the Leased Premises shall be undertaken without prior written approval of the parties.
5. **Authority.** The parties enter into this Lease under the authority of the *Indian Self- Determination and Education Assistance Act* at 25 U.S.C. § 5324(I) and the regulations at 25 C.F.R Part 900, Subpart H, and of the Contract.
6. **Incorporation of Lease into Contract by Amendment.** At the request of the Lessor, this Lease shall be entered into by U.S. Government, pursuant to the Annual Funding Agreement and 25 U.S.C. § 5324(I), and thereafter shall be incorporated into the Contract by amendment.
7. **Impact on Contract Support Cost Calculations.**
  - a. Lessor costs for insurance that it acquires pursuant to Section 10.1 are included in the Lease Compensation (See Exhibit B) and may not be included in Contract Support Cost Calculations under the Contract.

- b. No other costs provided under this Lease may be again included in Contract Support Cost Calculations under the Contract. The purpose of this section is to prevent duplicate compensation for Lease costs.
- 8. **Lease Term.** The term for this Lease is September 1, 2025 through August 31, 2026. This Lease will be terminated if the Lessor fails to use the facilities in accordance with the terms of this Lease. This Lease may be renewed annually, subject to Section 9.c., at the request of the Lessor and upon mutual agreement of the U.S. Government on the same terms and conditions as set forth herein. The Lessor shall provide notice of intent to renew this Lease at least three months in advance of the expiration date of the lease term.
- 9. **Lease Compensation**
  - a. **Payment.** Lease Compensation shall be payable directly to Lessor in accordance with Section b(6) of the Contract.
  - b. **Facility Lease Compensation.** The lease compensation due for the Lease Term is \$11,500, based on a fair market rental appraisal. This Total Lease Amount represents the full and complete compensation under this Lease Agreement. The Parties agree that the Total Lease Amount is the negotiated amount for the cost elements requested and no additional compensation is due or owed under this Lease Agreement.
  - c. **Subject to Availability of Funds.** Compensation under this Lease is subject to Congressional action on appropriations and will be adjusted accordingly.
- 10. **Insurance.**
  - 10.1. **Lessor Responsibility.** Lessor shall be responsible for major repairs to the Leased Premises. Without prejudice to the foregoing, Lessor shall be solely responsible for procuring and maintaining "all-risk" property insurance for all facilities comprising the Leased Premises and such other insurance that it deems necessary to protect its ownership interest in the Leased Premises, of such type and coverage, and on such other terms, as it may determine in its discretion.
  - 10.2. **U.S. Government Responsibility.** The U.S. Department of the Interior is an agency of the United States Government, which self-insures in accordance with the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.*, and backed by the United States Judgment Fund, a bureau of the United States Treasury.
- 11. **Additional Costs and Funding.** Lessor shall not request additional funding for replacement or repair of the Leased Premises from the U.S. Government during the Lease Term.
- 12. **Right of Lessor to Review Operation of Leased Premises.** U.S. Government shall not object to Lessor's exercise of any right Lessor may possess to review the operation of the Leased Premises during the Lease Term.
- 13. **Dispute Resolution.** Pursuant to incorporation of this Lease into the Contract by amendment, any claim, dispute, or other matter arising out of or relating to this Lease shall be subject to resolution pursuant to Section b(12) of the Contract.

14. **Validity of Lease and Amendments**. This Lease shall not be valid or binding upon either party hereto until approved by the U.S. Government and the Omaha Tribe of Nebraska with the Omaha Tribe of Nebraska's authorizing resolution attached hereto as **Exhibit C**. Any modifications of or amendments to this Lease shall be valid only if made in a writing approved by the Lessor and the U.S. Government.
15. **Severability**. If any term or provision of this Lease Agreement is determined to be unenforceable, the rest and remainder of this Lease Agreement shall remain in full force and effect.
16. **Merger Clause**. This Lease document represents the entire agreement of the Omaha Tribe of Nebraska and the United States Department of the Interior in relation to the facilities lease for the Roads Department Storage Building for the term of the lease identified in Section 8 of this lease. No other documents or communications not incorporated herein shall have any force or effect on this Lease Agreement.
17. **Notices; Payments; Demands**. Except for payments to Lessor, 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:

**17.1 For Lessor:**

Jason Sheridan  
Omaha Tribe of Nebraska  
P.O. Box 368  
Macy, NE 68039

**17.2 For U.S. Government:**

Assistant Secretary-Indian Affairs  
Department of the Interior  
1849 C Street NW MS-4660-MIB  
Washington, DC 20240

with a copy to:

Timothy LaPointe  
Great Plains Regional Office Indian Affairs  
115 4th Ave. SE  
Suite 400  
Aberdeen, SD 57401

with a copy to:

Office of Facilities, Property and Safety Management-  
Indian Affairs  
Department of the Interior  
12220 Sunrise Valley Dr.  
Reston, VA 20192

18. **Waiver**. No waiver by a party of any of its rights or of any default of the other party's obligations under this Lease, or of any provision of this Lease, shall be effective unless made in writing signed by the waiving party. Neither waiver nor any failure of a party to insist on strict performance under this Lease by the other party shall affect the right of such party thereafter to enforce such provision or to exercise any right or remedy in the event of any default of the other party, whether or not similar.

19. Commencement Date. The Commencement Date for this Lease Agreement is the 1st day of September, 2025.

LESSEE:


**United States Department of the Interior**

\_\_\_\_\_  
Deputy Assistant Secretary – Management

Dated: \_\_\_\_\_

LESSOR:

**Omaha Tribe of Nebraska**

  
\_\_\_\_\_  
Jason Sheridan  
Omaha Tribal Chairman

Dated: \_\_\_\_\_

**Omaha Tribe of Nebraska**

**Gilpin Building (440 Skunk Hollow Drive)**

**THIS LEASE** is made and entered into as of the 1 day of September, 2025 by and between **the Omaha Tribe of Nebraska**, a federally recognized Indian Tribe ("*Lessor*"), whose address is 100 Macy Street, Macy, NE 68039, and **THE UNITED STATES DEPARTMENT OF THE INTERIOR**, acting through the Office of the Assistant Secretary - Indian Affairs (hereinafter referred to as "*U.S. Government*"), whose address is Main Building, 1849 C Street N.W., MS-3609-MIB, Washington, D.C., 20240. This lease is executed under the authority of the *Indian Self-Determination and Education Assistance Act* at 25 U.S.C. §5324(*I*) and the regulations at 25 C.F.R Part 900, Subpart H, and pursuant to the agreement and authority set out Contract No. A23V00089 ("*Contract*") between the Omaha Tribe of Nebraska and the Department of the Interior - Bureau of Indian Affairs.

Lessor and U.S. Government agree as follows:

1. **Leased Premises.** The Lessor hereby leases to the U.S. Government the following described Leased Premises:  
  
A total of 13,700 leasable square feet in the Gilpin Building facility, located at 440 Skunk Hollow Drive, Macy, Nebraska. (See Exhibit A.)
2. **Lease.** For and in consideration of the Lease Compensation and agreements hereinafter set forth, Lessor hereby leases the Leased Premises to U.S. Government, and U.S. Government hereby leases and accepts the Leased Premises from Lessor.
3. **Purpose.** The Omaha Tribe of Nebraska shall maintain and operate the Leased Premises for the administration and delivery of services relating to the following Programs pursuant to the Contract:

**Consolidated Tribal Government Program (CTGP)**

4. **Permitted Use of Leased Premises.** At all times during the Lease Term, Omaha Tribe of Nebraska shall operate the Leased Premises for the administration and delivery of services relating to the PFSAs listed in Section 3 above pursuant to the Contract and Section 3 as stated above. No change of the Permitted Use of the Leased Premises shall be undertaken without prior written approval of the parties.
5. **Authority.** The parties enter into this Lease under the authority of the *Indian Self- Determination and Education Assistance Act* at 25 U.S.C. § 5324(*I*) and the regulations at 25 C.F.R Part 900, Subpart H. and of the Contract.
6. **Incorporation of Lease into Contract by Amendment.** At the request of the Lessor, this Lease shall be entered into by U.S. Government, pursuant to the Annual Funding Agreement and 25 U.S.C. § 5324(*I*), and thereafter shall be incorporated into the Contract.
7. **Impact on Contract Support Cost Calculations.**
  - a. Lessor costs for insurance that it acquires pursuant to Section 10.1 are included in the Lease Compensation (See Exhibit B) and may not be included in Contract Support Cost Calculations under the Contract.



- b. No other costs provided under this Lease may be again included in Contract Support Cost Calculations under the Contract. The purpose of this section is to prevent duplicate compensation for Lease costs.
- 8. **Lease Term.** The term for this Lease is September 1, 2025 through August 31, 2026. This Lease will be terminated if the Lessor fails to use the facilities in accordance with the terms of this Lease. This Lease may be renewed annually, subject to Section 9.c., at the request of the Lessor and upon mutual agreement of the U.S. Government on the same terms and conditions as set forth herein. The Lessor shall provide notice of intent to renew this Lease at least three months in advance of the expiration date of the lease term.
- 9. **Lease Compensation**
  - a. **Payment.** Lease Compensation shall be payable directly to Lessor in accordance with Section b(6) of the Contract.
  - b. **Facility Lease Compensation.** The lease compensation due for the Lease Term is \$125,000, based on a fair market rental appraisal. This Total Lease Amount represents the full and complete compensation under this Lease Agreement. The Parties agree that the Total Lease Amount is the negotiated amount for the cost elements requested and no additional compensation is due or owed under this Lease Agreement.
  - c. **Subject to Availability of Funds.** Compensation under this Lease is subject to Congressional action on appropriations and will be adjusted accordingly.
- 10. **Insurance.**
  - 10.1. **Lessor Responsibility.** Lessor shall be responsible for major repairs to the Leased Premises. Without prejudice to the foregoing, Lessor shall be solely responsible for procuring and maintaining "all-risk" property insurance for all facilities comprising the Leased Premises and such other insurance that it deems necessary to protect its ownership interest in the Leased Premises, of such type and coverage, and on such other terms, as it may determine in its discretion.
  - 10.2. **U.S. Government Responsibility.** The U.S. Department of the Interior is an agency of the United States Government, which self-insures in accordance with the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.*, and backed by the United States Judgment Fund, a bureau of the United States Treasury.
- 11. **Additional Costs and Funding.** Lessor shall not request additional funding for replacement or repair of the Leased Premises from the U.S. Government during the Lease Term.
- 12. **Right of Lessor to Review Operation of Leased Premises.** U.S. Government shall not object to Lessor's exercise of any right Lessor may possess to review the operation of the Leased Premises during the Lease Term.
- 13. **Dispute Resolution.** Pursuant to incorporation of this Lease into the Contract by amendment, any claim, dispute, or other matter arising out of or relating to this Lease shall be subject to resolution pursuant to Section b(12) of the Contract.

14. Validity of Lease and Amendments. This Lease shall not be valid or binding upon either party hereto until approved by the U.S. Government and the Omaha Tribe of Nebraska with the Omaha Tribe of Nebraska's authorizing resolution attached hereto as **Exhibit C**. Any modifications of or amendments to this Lease shall be valid only if made in a writing approved by the Lessor and the U.S. Government.
15. Severability. If any term or provision of this Lease Agreement is determined to be unenforceable, the rest and remainder of this Lease Agreement shall remain in full force and effect.
16. Merger Clause. This Lease document represents the entire agreement of the Omaha Tribe of Nebraska and the United States Department of the Interior in relation to the facilities lease for Gilpin Building for the term of the lease identified in Section 8 of this lease. No other documents or communications not incorporated herein shall have any force or effect on this Lease Agreement.
17. Notice; Payments; Demands. Except for payments to Lessor, 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:

17.1 For Lessor:

Jason Sheridan  
Omaha Tribe of Nebraska  
P.O. Box 368  
Macy, NE 68039

17.2 For U.S. Government:

Assistant Secretary-Indian Affairs  
Department of the Interior  
1849 C Street NW MS-4660-MIB  
Washington, DC 20240

with a copy to:

Timothy LaPointe  
Great Plains Regional Office Indian Affairs  
115 4th Ave. SE  
Suite 400  
Aberdeen, SD 57401

with a copy to:

Office of Facilities, Property and Safety Management-  
Indian Affairs  
Department of the Interior  
12220 Sunrise Valley Dr.  
Reston, VA 20192

18. Waiver. No waiver by a party of any of its rights or of any default of the other party's obligations under this Lease, or of any provision of this Lease, shall be effective unless made in writing signed by the waiving party. Neither waiver nor any failure of a party to insist on strict performance under this Lease by the other party shall affect the right of such party thereafter to enforce such provision or to exercise any right or remedy in the event of any default of the other party, whether or not similar.

19. Commencement Date. The Commencement Date for this Lease Agreement is the 1st day of September, 2025.

LESSEE:

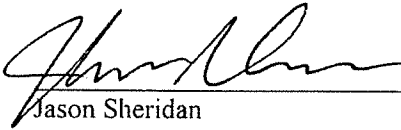
**United States Department of the Interior**

\_\_\_\_\_  
Deputy Assistant Secretary – Management

Dated: \_\_\_\_\_

LESSOR:

**Omaha Tribe of Nebraska**

  
\_\_\_\_\_  
Jason Sheridan

Omaha Tribal Chairman

Dated: \_\_\_\_\_

## Omaha Tribe of Nebraska

### Omaha Tribe of Nebraska Tribal Administration Building (497 Main Street)

**THIS LEASE** is made and entered into as of the 1 day of September, 2025 by and between the Omaha Tribe of Nebraska, a federally recognized Indian Tribe ("*Lessor*"), whose address is 100 Macy Street, Macy, NE 68039, and **THE UNITED STATES DEPARTMENT OF THE INTERIOR**, acting through the Office of the Assistant Secretary - Indian Affairs (hereinafter referred to as "*U.S. Government*"), whose address is Main Building, 1849 C Street N.W., MS-3609-MIB, Washington, D.C., 20240. This lease is executed under the authority of the *Indian Self-Determination and Education Assistance Act* at 25 U.S.C. §5324(I) and the regulations at 25 C.F.R Part 900, Subpart H, and pursuant to the agreement and authority set out in Contract No. A23V00089 ("Contract") between the Omaha Tribe of Nebraska and the Department of the Interior - Bureau of Indian Affairs.

Lessor and U.S. Government agree as follows:

1. **Leased Premises.** The Lessor hereby leases to the U.S. Government the following described Leased Premises:  
  
A total of 10,833 leasable square feet in the Omaha Tribe of Nebraska Tribal Administration Building facility, located at 497 Main Street, Macy, Nebraska. (See Exhibit A.)
2. **Lease.** For and in consideration of the Lease Compensation and agreements hereinafter set forth, Lessor hereby leases the Leased Premises to U.S. Government, and U.S. Government hereby leases and accepts the Leased Premises from Lessor.
3. **Purpose.** The Omaha Tribe of Nebraska shall maintain and operate the Leased Premises for the administration and delivery of services relating to the following Programs pursuant to the Contract:

### Consolidated Tribal Government Program (CTGP)

4. **Permitted Use of Leased Premises.** At all times during the Lease Term, Omaha Tribe of Nebraska shall operate the Leased Premises for the administration and delivery of services relating to the PFSA's listed in Section 3 above pursuant to the Contract and Section 3 as stated above. No change of the Permitted Use of the Leased Premises shall be undertaken without prior written approval of the parties.
5. **Authority.** The parties enter into this Lease under the authority of the *Indian Self- Determination and Education Assistance Act* at 25 U.S.C. § 5324(I) and the regulations at 25 C.F.R Part 900, Subpart H. and of the Contract.
6. **Incorporation of Lease into Contract by Amendment.** At the request of the Lessor, this Lease shall be entered into by U.S. Government, pursuant to the Annual Funding Agreement and 25 U.S.C. § 5324(I), and thereafter shall be incorporated into the Contract.
7. **Impact on Contract Support Cost Calculations.**
  - a. Lessor costs for insurance that it acquires pursuant to Section 10.1 are included in the Lease Compensation (See Exhibit B) and may not be included in Contract Support Cost Calculations under the Contract.

- b. No other costs provided under this Lease may be again included in Contract Support Cost Calculations under the Contract. The purpose of this section is to prevent duplicate compensation for Lease costs.
- 8. **Lease Term.** The term for this Lease is September 1, 2025 through August 31, 2026. This Lease will be terminated if the Lessor fails to use the facilities in accordance with the terms of this Lease. This Lease may be renewed annually, subject to Section 9.c., at the request of the Lessor and upon mutual agreement of the U.S. Government on the same terms and conditions as set forth herein. The Lessor shall provide notice of intent to renew this Lease at least three months in advance of the expiration date of the lease term.
- 9. **Lease Compensation**
  - a. **Payment.** Lease Compensation shall be payable directly to Lessor in accordance with Section b(6) of the Contract.
  - b. **Facility Lease Compensation.** The lease compensation due for the Lease Term is \$255,882.50, based on a combination of fair market rental appraisal and the cost element in 25 U.S.C. 900.70(e). This Total Lease Amount represents the full and complete compensation under this Lease Agreement. The Parties agree that the Total Lease Amount is the negotiated amount for the cost elements requested and no additional compensation is due or owed under this Lease Agreement.
  - c. **Subject to Availability of Funds.** Compensation under this Lease is subject to Congressional action or appropriations and will be adjusted accordingly.
- 10. **Insurance**
  - 10.1. **Lessor Responsibility.** Lessor shall be responsible for major repairs to the Leased Premises. Without prejudice to the foregoing, Lessor shall be solely responsible for procuring and maintaining "all-risk" property insurance for all facilities comprising the Leased Premises and such other insurance that it deems necessary to protect its ownership interest in the Leased Premises, of such type and coverage, and on such other terms, as it may determine in its discretion.
  - 10.2. **U.S. Government Responsibility.** The U.S. Department of the Interior is an agency of the United States Government, which self-insures in accordance with the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.*, and backed by the United States Judgment Fund, a bureau of the United States Treasury.
- 11. **Additional Costs and Funding.** Lessor shall not request additional funding for replacement or repair of the Leased Premises from the U.S. Government during the Lease Term.
- 12. **Right of Lessor to Review Operation of Leased Premises.** U.S. Government shall not object to Lessor's exercise of any right Lessor may possess to review the operation of the Leased Premises during the Lease Term.
- 13. **Dispute Resolution.** Pursuant to incorporation of this Lease into the Contract by amendment, any claim, dispute, or other matter arising out of or relating to this Lease shall be subject to resolution pursuant to Section b(12) of the Contract.

14. Validity of Lease and Amendments. This Lease shall not be valid or binding upon either party hereto until approved by the U.S. Government and the Omaha Tribe of Nebraska with the Omaha Tribe of Nebraska's authorizing resolution attached hereto as **Exhibit C**. Any modifications of or amendments to this Lease shall be valid only if made in a writing approved by the Lessor and the U.S. Government.
15. Severability. If any term or provision of this Lease Agreement is determined to be unenforceable, the rest and remainder of this Lease Agreement shall remain in full force and effect.
16. Merger Clause. This Lease document represents the entire agreement of the Omaha Tribe of Nebraska and the United States Department of the Interior in relation to the facilities lease for the Omaha Tribe of Nebraska Tribal Administration Building for the term of the lease identified in Section 8 of this lease. No other documents or communications not incorporated herein shall have any force or effect on this Lease Agreement.
17. Notices; Payments; Demands. Except for payments to Lessor, 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:

17.1 For Lessor:

Jason Sheridan  
Omaha Tribe of Nebraska  
P.O. Box 368  
Macy, NE 68039

17.2 For U.S. Government:

Assistant Secretary-Indian Affairs  
Department of the Interior  
1849 C Street NW MS-4660-MIB  
Washington, DC 20240

with a copy to:

Timothy LaPointe  
Great Plains Regional Office Indian Affairs  
115 4th Ave. SE  
Suite 400  
Aberdeen, SD 57401

with a copy to:

Office of Facilities, Property and Safety Management-  
Indian Affairs  
Department of the Interior  
12220 Sunrise Valley Dr.  
Reston, VA 20192

18. Waiver. No waiver by a party of any of its rights or of any default of the other party's obligations under this Lease, or of any provision of this Lease, shall be effective unless made in writing signed by the waiving party. Neither waiver nor any failure of a party to insist on strict performance under this Lease by the other party shall affect the right of such party thereafter to enforce such provision or to exercise any right or remedy in the event of any default of the other party, whether or not similar.

19. **Commencement Date.** The Commencement Date for this Lease Agreement is the 1st day of September, 2025.

LESSEE:


**United States Department of the Interior**

\_\_\_\_\_  
Deputy Assistant Secretary – Management

Dated: \_\_\_\_\_

LESSOR:

**Omaha Tribe of Nebraska**

  
\_\_\_\_\_  
Jason Sheridan  
Omaha Tribal Chairman

Dated: \_\_\_\_\_

## Omaha Tribe of Nebraska

### Omaha Tribe of Nebraska Wildlife and Parks Department (906 County Road 36)

**THIS LEASE** is made and entered into as of the 1 day of September, 2025 by and between the Omaha Tribe of Nebraska, a federally recognized Indian Tribe ("*Lessor*"), whose address is 100 Macy Street, Macy, NE 68039, and **THE UNITED STATES DEPARTMENT OF THE INTERIOR**, acting through the Office of the Assistant Secretary - Indian Affairs (hereinafter referred to as "*U.S. Government*"), whose address is Main Building, 1849 C Street N.W., MS-3609-MIB, Washington, D.C., 20240. This lease is executed under the authority of the *Indian Self-Determination and Education Assistance Act* at 25 U.S.C. §5324(I) and the regulations at 25 C.F.R Part 900, Subpart H, and pursuant to the agreement and authority set out in Contract No. A23V00089 ("*Contract*") between the Omaha Tribe of Nebraska and the Department of the Interior - Bureau of Indian Affairs.

Lessor and U.S. Government agree as follows:

1. **Leased Premises.** The Lessor hereby leases to the U.S. Government the following described Leased Premises:  
  
A total of 1,456 leasable square feet of in the Omaha Tribe of Nebraska Wildlife and Parks Department facility, located at 906 County Road 36, Macy, Nebraska. (See Exhibit A.)
2. **Lease.** For and in consideration of the Lease Compensation and agreements hereinafter set forth, Lessor hereby leases the Leased Premises to U.S. Government, and U.S. Government hereby leases and accepts the Leased Premises from Lessor.
3. **Purpose.** The Omaha Tribe of Nebraska shall maintain and operate the Leased Premises for the administration and delivery of services relating to the following Programs pursuant to the Contract:

#### Consolidated Tribal Government Program (CTGP)

4. **Permitted Use of Leased Premises.** At all times during the Lease Term, Omaha Tribe of Nebraska shall operate the Leased Premises for the administration and delivery of services relating to the PFSA's listed in Section 3 above pursuant to the Contract and Section 3 as stated above. No change of the Permitted Use of the Leased Premises shall be undertaken without prior written approval of the parties.
5. **Authority.** The parties enter into this Lease under the authority of the *Indian Self-Determination and Education Assistance Act* at 25 U.S.C. § 5324(I) and the regulations at 25 C.F.R Part 900, Subpart H, and of the Contract.
6. **Incorporation of Lease into Contract by Amendment.** At the request of the Lessor, this Lease shall be entered into by U.S. Government, pursuant to the Annual Funding Agreement and 25 U.S.C. § 5324(I), and thereafter shall be incorporated into the Contract.
7. **Impact on Contract Support Cost Calculations.**
  - a. Lessor costs for insurance that it acquires pursuant to Section 10.1 are included in the Lease Compensation (See Exhibit B) and may not be included in Contract Support Cost Calculations under the Contract.



- b. No other costs provided under this Lease may be again included in Contract Support Cost Calculations under the Contract. The purpose of this section is to prevent duplicate compensation for Lease costs.
- 8. **Lease Term.** The term for this Lease is September 1, 2025 through August 31, 2026. This Lease will be terminated if the Lessor fails to use the facilities in accordance with the terms of this Lease. This Lease may be renewed annually, subject to Section 9.c., at the request of the Lessor and upon mutual agreement of the U.S. Government on the same terms and conditions as set forth herein. The Lessor shall provide notice of intent to renew this Lease at least three months in advance of the expiration date of the lease term.
- 9. **Lease Compensation**
  - a. **Payment.** Lease Compensation shall be payable directly to Lessor in accordance with Section b(6) of the Contract.
  - b. **Facility Lease Compensation.** The lease compensation due for the Lease Term is \$23,500, based on a fair market rental appraisal. This Total Lease Amount represents the full and complete compensation under this Lease Agreement. The Parties agree that the Total Lease Amount is the negotiated amount for the cost elements requested and no additional compensation is due or owed under this Lease Agreement.
  - c. **Subject to Availability of Funds.** Compensation under this Lease is subject to Congressional action on appropriations and will be adjusted accordingly.
- 10. **Insurance.**
  - 10.1. **Lessor Responsibility.** Lessor shall be responsible for major repairs to the Leased Premises. Without prejudice to the foregoing, Lessor shall be solely responsible for procuring and maintaining "all-risk" property insurance for all facilities comprising the Leased Premises and such other insurance that it deems necessary to protect its ownership interest in the Leased Premises, of such type and coverage, and on such other terms, as it may determine in its discretion.
  - 10.2. **U.S. Government Responsibility.** The U.S. Department of the Interior is an agency of the United States Government, which self-insures in accordance with the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.*, and backed by the United States Judgment Fund, a bureau of the United States Treasury.
- 11. **Additional Costs and Funding.** Lessor shall not request additional funding for replacement or repair of the Leased Premises from the U.S. Government during the Lease Term.
- 12. **Right of Lessor to Review Operation of Leased Premises.** U.S. Government shall not object to Lessor's exercise of any right Lessor may possess to review the operation of the Leased Premises during the Lease Term.
- 13. **Dispute Resolution.** Pursuant to incorporation of this Lease into the Contract by amendment, any claim, dispute, or other matter arising out of or relating to this Lease shall be subject to resolution pursuant to Section b(12) of the Contract.

14. **Validity of Lease and Amendments.** This Lease shall not be valid or binding upon either party hereto until approved by the U.S. Government and the Omaha Tribe of Nebraska with the Omaha Tribe of Nebraska's authorizing resolution attached hereto as **Exhibit C**. Any modifications of or amendments to this Lease shall be valid only if made in a writing approved by the Lessor and the U.S. Government.
15. **Severability.** If any term or provision of this Lease Agreement is determined to be unenforceable, the rest and remainder of this Lease Agreement shall remain in full force and effect.
16. **Merger Clause.** This Lease document represents the entire agreement of the Omaha Tribe of Nebraska and the United States Department of the Interior in relation to the facilities lease for the Omaha Tribe of Nebraska Wildlife and Parks Department facility for the term of the lease identified in Section 8 of this lease. No other documents or communications not incorporated herein shall have any force or effect on this Lease Agreement.
17. **Notices; Payments; Demands.** Except for payments to Lessor, 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:

17.1 For Lessor:

Jason Sheridan  
Omaha Tribe of Nebraska  
P.O. Box 368  
Macy, NE 68039

17.2 For U.S. Government:

Assistant Secretary-Indian Affairs  
Department of the Interior  
1849 C Street NW MS-4660-MIB  
Washington, DC 20240

with a copy to:

Timothy LaPointe  
Great Plains Regional Office Indian Affairs  
115 4th Ave. SE  
Suite 400  
Aberdeen, SD 57401

with a copy to:

Office of Facilities, Property and Safety Management-  
Indian Affairs  
Department of the Interior  
12220 Sunrise Valley Dr.  
Reston, VA 20192

18. **Waiver.** No waiver by a party of any of its rights or of any default of the other party's obligations under this Lease, or of any provision of this Lease, shall be effective unless made in writing signed by the waiving party. Neither waiver nor any failure of a party to insist on strict performance under this Lease by the other party shall affect the right of such party thereafter to enforce such provision or to exercise any right or remedy in the event of any default of the other party, whether or not similar.

19. Commencement Date. The Commencement Date for this Lease Agreement is the 1st day of September, 2025.

LESSEE:


**United States Department of the Interior**

\_\_\_\_\_  
Deputy Assistant Secretary – Management

Dated: \_\_\_\_\_

LESSOR:

**Omaha Tribe of Nebraska**

  
\_\_\_\_\_  
Jason Sheridan  
Omaha Tribal Chairman

Dated: \_\_\_\_\_