

Form 5-5441

Administrative Lease Fee \$116.16

Bonding Requirements Fee \$4,452.80

U.S. DEPARTMENT OF THE INTERIOR

BUREAU OF INDIAN AFFAIRS

LEASE

Allotment No. T4240
Lease No. 1424001318
Contract No. 1424001318
STANDING ROCK Indian Agency

THIS CONTRACT, made and entered into this 1st day of November, A.D. 2013, by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of the Indians) hereinafter called the "lessor," and

Maurice Wilder - C094146 of 2536 Countryside Blvd, Clearwater, FL 33763

hereinafter called the "lessee," in accordance with the provisions of existing law and the regulations (25 CFR 162) which, by reference, are made a part hereof,

WITNESSETH: That for and in consideration of the rents, covenants, and agreements hereinafter provided, the lessor hereby lets and leases unto the lessee the land and promises described as follows, to wit:

TRACT NO: T4240 TWP. 23N, RNG. 27E, SEC. 31, BHM, SOUTH DAKOTA
ESW, Lots 3 & 4

Containing 155.51 acres not to exceed:
Crop 71.00 ac Pasture 83.00 ac Other 01.51

Containing 155.51 acres, more or less, of which not to exceed 71.00 acres may be cultivated and 83.00 acres may be for pasture for the term of 5 years, beginning on the 1st day of November, 2013, fully to be completed and ended on the 31st day of October, 2018, subject to the conditions hereinafter set forth. The lessee, in consideration of the foregoing, covenants and agrees, as rental for the land and promises, to pay \$3,872.00 per annum:

Table with 3 columns: TO, DATE DUE, AMOUNT. Rows list payments to Bureau of Indian Affairs for Allottees from 11/01/2013 to 11/01/2017, each for \$3,872.00.

RECEIVED
APR 03 2014
BIA, BEU, PL YATES

This lease is subject to the following provisions: In the event of the death of any of the owners to whom, under the terms of this lease, rentals are to be paid direct, all rentals remaining due and payable shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the leased premises. This provision is applicable only while the leased premises are in trust or restricted status.

While the leased premises are in trust or restricted status, the Secretary may in his discretion, and upon notice to the lessee, suspend the direct rental payment provisions of this lease in which event the rentals shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the leased premises.

"SECRETARY" as used herein means the Secretary of the Interior or his authorized representative.

INTEREST.—It is understood and agreed between the parties hereto that, if any installment of rental is not paid within five (5) days after becoming due, interest will be assessed based on the average prime rate in effect on the last day of each month, plus three (3) percent. Interest assessed pursuant to this provision will become due and payable from the date such rental becomes due and will run until said rental is paid.

OPERATION AND MAINTENANCE ASSESSMENTS.—It is understood and agreed that the lessee will pay all operation and maintenance assessments annually in advance on the due date preceding each irrigation season, including any penalties accruing against the above-described land under irrigation, and will pay all charges assessed in connection with any other improvement project or district within which the lands may be located, pursuant to the existing or future orders or regulations of the Secretary.

REPAIRS.—It is understood and agreed that the lessee is to keep the premises covered by this lease in good repair, and the said lessee will be responsible for all damages done to buildings and fences and other improvements, except the usual wear and decay.

CROP LEASES.— It is understood and agreed that the lessee will not purchase or be a party to the purchase by anyone, of the lessor's share of the crop, without prior approval of the Secretary.

SUBLEASES AND ASSIGNMENTS.—Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and the written consent of all parties to this lease, including the surety or sureties.

RESERVATIONS.—It is understood and agreed that the lessor reserves the right to make oil and gas leases, grant rights of way and other legal grants, on the premises covered by this lease and that in event such a lease or grant is made, the lessee hereunder shall be entitled to damages for the actual loss sustained by him on account of said lease or grant, and to nothing more. It is further understood that in the event of a dispute between the lessee hereunder and the lessee or permittee under any oil and gas lease, right-of-way, or other grant, as to the amount of such actual damages the matter will be referred to the Secretary who shall be the sole and final judge as to the amount of the said damages.

UNLAWFUL CONDUCT.— The lessee agrees that he will not use or cause to be used any part of said premises for any unlawful conduct or purpose.

RELINQUISHMENT OF SUPERVISION BY THE SECRETARY.—Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease however, such termination shall not serve to abrogate the lease. The owners of the land and the lessee and his surety or sureties shall be notified by the Secretary of any such change in the status of the land.

IMPROVEMENTS.—Unless otherwise provided herein it is understood and agreed that any buildings or other improvements placed upon the said land by the lessee become the property of the lessor upon termination or expiration of this lease.

VIOLATION OF LEASE.—It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of 25 CFR 162.

ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.—No assent, express or implied, to any breach of any of the lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

UPON WHOM BINDING.—It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties to this lease. While the leased premises are in trust and restricted status, all of the lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner(s) of the land.

INTEREST OF THE MEMBER OF CONGRESS.—No Member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise here from, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

ADDITIONS.—Prior to execution of this lease, provision(s) number(s) A-Q has (have) been added hereto and by reference is (are) made a part thereof.

- A. A satisfactory bond defined in 25 CFR 162.234 and 162.235 will be required in an amount that will reasonably assure performance of the contractual obligations under the lease.
- B. No lease shall provide the lessee a preference right to future leases.
- C. "Indian Preference" will only be granted to enrolled members and tribal entities of the Standing Rock Sioux Tribe, to meet the HIGH BID.
- D. Enrolled Members and tribal entities granted "Indian Preference" for an approved lease, who modifies their lease to include non-members, will lose their "Indian Preference" for privilege tax purposes.
- E. Non-members of the Standing Rock Sioux Tribe are subject to Title XVI of the Code of Justice of the Standing Rock Sioux Tribe (Tax Ordinance). Failure to comply with this provision will result in cancellation of this lease.
- F. Applications for new leases will not be considered unless the applicant is in good standing with the Bureau of Indian Affairs and must not be delinquent in payments to the Standing Rock Sioux Tribe and/or its entities.
- G. No lease shall be entered into more than twelve (12) months prior to the commencement of the term of the new lease.
- H. Except with the approval of the Secretary no lease shall provide for payment of rent in advance of the beginning of the annual use period for which such rent is paid. The lease contract shall contain provisions as to the dates rents shall become due and payable.
- I. Rental payments on leases with one (1) landowner may be made directly to the landowner. Leases with two (2) or more owners will be made to the Bureau of Indian Affairs.

Only with the Secretary's approval, leases with two (2) or more landowners may be made directly to the landowners.

This approval must be in writing, and will remain in effect until revoked in writing by the Secretary. Leases shall contain provisions as to whether payment or rentals shall be made direct to the owner of the land or to the Bureau of Indian Affairs.

- J. While land is in trust or restricted status, all of the lessee's obligations under the lease, and the obligations of his sureties, are to the United States as well as to the owner(s) of the land.
- K. Any land owned 100% by the Tribe under lease shall be subject to the following clauses: (1) This lease is subject to a modification by the lessor provided that the lessee is given three month's written notice if the land is acquired by a Tribal member or is needed for use by a Tribal Program. (2) Per Resolution 348-08, a portion of this lease may be modified on a 30-Day written notice from the Lessor for a Tribal Member for Home site development or Tribal Economic Development.
- L. Unless otherwise stated in Attachment No. 2 of this lease contract, it is understood by all parties that this lease is only for the purpose of raising crops, approved hay cutting or grazing livestock.
- Any other use of the land, such as but not limited to:
- Collection of Paleontological, Archeological, and/or Cultural resources, hunting preserves or refuges, hay cutting (on/off seasonal), the placing of Bee Hives or wood cutting requires a specific permit that must be approved by the Appropriate Official.
- Rights are reserved to enrolled members to gather fruits and berries, wild turnips (Tinpsilas), herbal or native cultural plants not otherwise prohibited by Law or Tribal Ordinance.
- Failure to comply with this provision will subject the trespassers to penalties, damages, and costs, as determined by 25 CFR Part 166.800.
- M. Normal husbandry like grazing and farming practices in accordance with the attached Plan of Conservation Operation is not a major action significantly affecting the quality of the human environment. The Great Plains Regional Programmatic Environmental Assessment (P-EA) dated 08/07/13 is being incorporated as part of this lease.
- N. The Bureau of Indian Affairs reserves the right to adjust the boundaries or conservation stipulations at any time as may be deemed to be in the best interest of the land owner(s). Such adjustments that may be deemed necessary will be processed as a Lease MODIFICATION to the original Lease Contract. Rental payments will be adjusted accordingly for any Lease Modification that may affect the payment terms of the Lease Contract.
- O. The Bureau of Indian Affairs reserves the right to adjust the Plan of Conservation for any changes that would be incorporated into the lease contract.

APPROVAL.—It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.

RENTAL ADJUSTMENT.—The rental provisions in all leases which are granted for a term of more than five years and which are not based primarily on percentages of income produced by the land shall be subject to review and adjustment by the Secretary at not less than five-year intervals in accordance with the regulations in 25 CFR 162. Such review shall give consideration to the economic conditions at the time, exclusive of improvement or development required by this contract or the contribution value of such improvements.

IN WITNESS WHEREOF, the lessee (and lessor) has (have) hereunto affixed his (their) hand(s) and seal(s), the day and year first above written (and the lessor hereunto has caused to be attached his legal acceptance on which he has affixed his hand and seal).

This 24 day of March, 2014.

A. C. ... Lessee *[Signature]* Witness

CONSENT(S) ON FILE.

Lessor Witness

[Signature] Approving Official 4/11/14 Date
Acting

Pursuant to authority delegated to the Assistant Secretary Indian Affairs by 209 DM 8, 230 DM 1, to the Great Plains Regional Director by 3 IAM 4 (Release No. 00-03), and to the Superintendents by Great Plains Regional Addendum 3 IAM 4 Release No. 0502).

This transaction is found to be in the best interest of all parties involved per 25 CFR §162.214.

Barbara J. ...
Realty Officer

RECEIVED
APR 03 2014
BIA, RES, FT YALSA

PLAN OF CONSERVATION OPERATIONS – STANDING ROCK AGENCY

TO BE ATTACHED AND MADE A PART OF LEASE CONTRACT NO. 1-42400

THE BUREAU OF INDIAN AFFAIRS AGREES TO ASSIST IN THE FORMULATION AND APPLICATION OF THE PLAN OF CONSERVATION OPERATIONS AND WILL PROVIDE THE TECHNICAL SERVICE REQUIRED IN THE ESTABLISHMENT OF THE STIPULATIONS CONTAINED IN THE PLAN.

THE LESSEE AGREES TO CARRY OUT EACH OF THE SPECIFIED STIPULATIONS OF THE PLAN OF CONSERVATION OPERATIONS AND SPECIAL STIPULATIONS, IF ANY, WHEN STIPULATION OF THE PLAN OF CONSERVATION OPERATION IS IN CONFLICT WITH A SPECIAL STIPULATION SPECIFIED IN THE FARM PLAN ATTACHMENT NO. 2, THE SPECIAL STIPULATION WILL TAKE PRECEDENCE. IT IS UNDERSTOOD THAT THIS PLAN IS PART OF THE LEASE CONTRACT AND THAT THE PENALTY SPECIFIED WITH EACH STIPULATION WILL BE ASSESSED FOR EACH VIOLATION OF THE PLAN. FAILURE TO COMPLY WITH ANY STIPULATION OF THE PLAN OR TO MAKE SATISFACTORY SETTLEMENT OF PENALTIES ASSESSED WILL BE CAUSE FOR IMMEDIATE CANCELLATION OF THIS LEASE.

1. CULTIVATED LAND: ALL CULTIVATED LAND WILL BE EITHER:

- (1) CONTOURED – CONTOURED LAND WILL BE FARMED ACCORDING TO ESTABLISHED NATURAL RESOURCE CONSERVATION SERVICE GUIDELINES.
- (2) WIND STRIPPED CROPPED – WIND STRIPS WILL BE LIMITED TO 10 RODS IN WIDTH, SMALL GRAINS WILL NOT OCCUPY MORE THAN TWO ADJOINING STRIPS, SUMMER FALLOW OR INTER TILLED CROPS WILL OCCUPY EVERY SECOND OR THIRD STRIP, BUT NOT ON THE SAME STRIP TWO YEARS IN A ROW. SUMMER FALLOW AND INTER TILLED CROPS MAY OCCUPY ADJOINING STRIPS ONLY IF A SMALL GRAIN OCCUPIES EVERY THIRD STRIP. LEGUMES AND SOD FORMING GRASSES MAY BE CROPPED OR OCCUPY ANY NUMBER OF STRIPS BETWEEN SMALL, GRAIN, INTER TILLED CROPS, OR SUMMER FALLOW STRIPS, OR
- (3) HAVE AN APPROVED CONSERVATION PLAN – THE CONSERVATION PLAN MUST BE A BASIC CONSERVATION SYSTEM USING NATURAL RESOURCE CONSERVATION GUIDELINES.

CROP STUBBLE WILL REMAIN STANDING AFTER HARVEST, OR IF NECESSARY, FALL TILLAGE WILL BE CONDUCTED IN SUCH A MANNER THAT WILL MAINTAIN PROTECTIVE AMOUNTS OF RESIDUE ON THE SOIL, SURFACE OVER THE WINTER MONTHS. CROP AFTERMATH MAY BE GRAZED ONLY WHEN A SEPARATE MANAGEMENT PLAN IS APPROVED BY THE SUPERINTENDENT. **LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WILL BE \$10.00 FOR EACH ACRE IN VIOLATION AND ALL OTHER AFFECTED AREAS.)**

2. SUMMER FALLOW: FALLOW OPERATIONS, INCLUDING THE APPLICATION OF HERBICIDES, WILL BE STARTED PRIOR TO JULY 1ST AND SO CONDUCTED AS TO LEAVE A MAXIMUM AMOUNT OF RESIDUE ON THE SOIL, SURFACE, AND PREVENT WEEDS FROM MATURING. **(LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WILL BE \$12.00 FOR EACH ACRE IN VIOLATION.)**

3. BURNING: BURNING OF GRASS LAND AND/OR CROP RESIDUE IS PROHIBITED UNLESS PRIOR AUTHORIZATION IS OBTAINED FROM THE SUPERINTENDENT. **(LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WILL BE \$12.00 FOR EACH ACRE IN VIOLATION.)**

4. PESTS: LESSEE WILL INITIATE CONTROL, AGAINST THE GROWTH AND SPREAD OF HARMFUL INSECTS, RODENTS, AND NOXIOUS WEEDS AS DEFINED BY STATE LAW. **(LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WILL BE \$5.00 FOR EACH ACRE IN VIOLATION.)**

5. WATERWAYS: EXISTING WATERWAYS WILL REMAIN IN SOD AND ERODING DRAINAGE WAYS WILL BE SHAPED, IF NECESSARY, AND SEEDED TO GRASS. **(LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WILL BE \$20.00 PER 100 FT. OF DRAINAGE WAY.)**

6. BREAKING OF SOD: THE OPERATOR WILL NOT BREAK ANY SOD UNLESS INDICATED AS CROP LAND OR UNLESS PRIOR AUTHORIZATION IS OBTAINED FROM THE SUPERINTENDENT. THE FULL ACREAGE BROKEN IN VIOLATION WILL BE RESEEDED TO AN APPROVED GRASS AND LEGUME MIXTURE BY THE LESSEE IN ACCORDANCE WITH INSTRUCTIONS OF THE SUPERINTENDENT. **(LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WILL BE \$25.00 FOR EACH ACRE NOT RESEEDED PLUS THE VALUE OF THE ANNUAL CASH CROP RENTAL, IF A CROP IS HARVESTED.)**

7. GRASSLAND MANAGEMENT: ALL GRAZING LAND WILL BE MANAGED IN ACCORDANCE WITH ESTABLISHED STANDARDS OF "PROPER GRAZING USE". LIVESTOCK WILL BE GRAZED AT AN INTENSITY THAT WILL MAINTAIN ENOUGH COVER TO PROTECT THE SOIL AND MAINTAIN OR IMPROVES THE COMPOSITION OF DESIRABLE FORAGE SPECIES. **(LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WILL BE \$5.00 FOR EACH ACRE IN VIOLATION.)**

8. EXCESS OR DEFICIT OF THE NUMBER OF LIVESTOCK SPECIFIED: UNLESS THE NUMBER OF LIVESTOCK SPECIFIED IN THE LEASE IS REDUCED BY THE SUPERINTENDENT, THE LESSEE WILL NOT BE ALLOWED CREDIT OR REBATE IN CASE THE FULL NUMBER OF LIVESTOCK AUTHORIZED IS NOT GRAZED ON THE LEASED TRACT. HOWEVER, IF THE NUMBER OF LIVESTOCK AUTHORIZED IS EXCEEDED, THE LESSEE WILL BE LIABLE TO PAY AS LIQUIDATED DAMAGES, \$100.00 FOR EACH ANIMAL UNIT IN EXCESS OF THE SPECIFIED CARRYING CAPACITY AND SUCH LIVESTOCK WILL BE PROMPTLY REMOVED FROM THE LEASED TRACT. **(LIQUIDATED DAMAGES FOR EXCESS WILL NOT EXCEED \$5.00 FOR EACH ACRE OF GRASSLAND LEASED.)**

9. HAY CUTTING: NATIVE AND TAME GRASSES UTILIZED FOR GRAZING PURPOSES MAYBE CUT FOR HAY ONLY WHEN A SEPARATE PERMIT IS APPROVED BY THE SUPERINTENDENT. AN ADDITIONAL CHARGE WILL BE ASSESSED ON ALL NATIVE AND TAME GRASS CUT FOR HAY. NATIVE HAY WILL NOT BE CUT FROM THE SAME AREA ANY TWO YEARS IN SUCCESSION. TAME HAY MAY BE CUT EACH YEAR. NATIVE GRASSES WILL NOT BE MOWED AFTER AUGUST 31ST. **(LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WILL BE \$7.00 FOR EACH ACRE MOWED IN VIOLATION.)**

10. REFUSE DUMPING: THE PLACING OR DUMPING OF JUNK, TRASH, CARRION, ROCKS, AND OTHER RUBBISH IS PROHIBITED UNLESS SPECIAL ARRANGEMENTS ARE MADE WITH THE SUPERINTENDENT. EXISTING DUMP AREAS WILL BE ELIMINATED, AND/OR SCREENED SIX (6) MONTHS PRIOR TO THE EXPIRATION OF THE LEASE IN A MANNER APPROVED BY THE SUPERINTENDENT. **(LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WILL BE \$25.00 PER 100 FT. OR FRACTION THEREOF OF DUMP AREA.)**

11. RESOURCE ABUSE: IF IT IS DETERMINED THAT THE LAND SHOWS SIGNS OF ACCELERATED EROSION, DETERIORATION IN RANGE CONDITION, OR OVER UTILIZATION OF THE RESOURCE, THE LESSEE WILL BE REQUIRED TO APPLY CORRECTIVE MEASURES AS DIRECTED BY THE SUPERINTENDENT. **(LIQUIDATED DAMAGES FOR FAILURE TO COMPLY WILL BE \$25.00 FOR EACH ACRE IN VIOLATION.)**

ALSO REFER TO FARM PLAN ATTACHMENT NO. 2