

Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: 869-2214

Oneida, WI 54155



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



UGWA DEMOLUM YATENE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the Colony of Pennsylvania, a new nation, the United States, was made possible.

RESOLUTION # 11-17-93-G

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and Treaty Tribe recognized by the laws of the United States, and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin, and

WHEREAS, The Oneida Business Committee has been delegated the authority of Article IV, Section 1 of the Oneida Tribal Constitution by the Oneida General Tribal Council, and

WHEREAS, Lessor and Oneida Bingo Enterprise entered into a Lease Agreement ("Lease") dated October 13, 1991 and numbered Lease No. B-2066(89); and

WHEREAS, Lessor and Oneida Bingo Enterprise entered into an amendment to lease dated April 14, 1989; and

WHEREAS, the parties desire to make certain amendments to the lease agreement to provide for additional parking space and new terms of rental payment fees payable to the Lessor.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the parties hereto amend the lease as follows:

1. PARAGRAPH II of the Lease shall be amended to add the following premises to the existing Lease:

A PARCEL OF LAND LOCATED IN PART OF GOVERNMENT LOT 3 SECTION 6, TOWNSHIP 23 NORTH, RANGE 20 WEST, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 6, THENCE N 00 50' 22" W ALONG THE WEST LINE OF SECTION 6 A DISTANCE OF 33.00' TO THE NORTHERLY LINE OF S.T.H. "172"; THENCE N 89 37'24" E 335.59' TO THE POINT OF BEGINNING; THENCE N 00 53'35" W 746.49'; THENCE N 89 57'43" E 914.94'; THENCE S 00 2'17" E 380.47'; THENCE S 88 33'34" E 90.32'; THENCE N 00 26'18" E 235.82'; THENCE S 89 59'37" W 631.68'; THENCE S 00 21.06" E 598.80'; TO THE NORTHERLY LINE OF S.T.H. "172"; THENCE S 89 37'24" W 187.07' TO THE POINT OF BEGINNING.

2. The language of Paragraph IV of the lease agreement shall be deleted and the following shall be inserted in it's place.

During the term of this lease, the rental rate per calendar year for the entire premises, the lease premises and the above mentioned lease amendment premises included, shall be \$50,000.00 per year payable in advance in equal monthly installment of \$2,333.33 per month. The rent stated herein shall be reviewed and adjusted at the beginning of each succeeding two (2) year period after October 1, 1992. The method of an up-dated appraisal shall be used to adjust the rental rate. The rental rate adjustments shall not be lower than prior adjustments.

Amendment to Bingo Enterprise Lease
Resolution No. 11-17-93-6

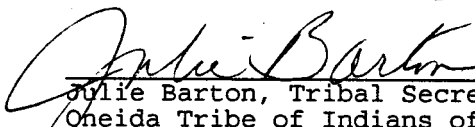
3. Except as provided herein, all other terms and conditions of the Lease, Amendment to Lease and Assignment of Lease shall remain in full force and effect.

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee in Regular Session assembled, hereby approves the amendment of the Oneida Bingo Enterprise Lease, and

BE IT FURTHER RESOLVED, that the Chairman and Secretary of the Oneida Business Committee are hereby authorized to execute lease amendment documents for and in behalf of the Oneida Tribe of Indians of Wisconsin.

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

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members, of whom 5 members constituting a quorum. 9 members were present at a meeting duly called, noticed and held on the 17th day of November, 1993; that the foregoing resolution was duly adopted at such meeting by a vote of 8 members for; 0 members against, 0 members not voting; and that said resolution has not been rescinded or amended in any way.


Julie Barton, Tribal Secretary
Oneida Tribe of Indians of Wisconsin

V

AMENDMENT TO BINGO ENTERPRISE LEASE

THIS AMENDMENT TO LEASE, made and executed this 23rd day of June, 1993, by and between the Oneida Tribe of Indians of Wisconsin, a federally recognized Indian Tribe ("Lessor"), and the Oneida Bingo Enterprise ("Assignee").

WITNESSETH:

WHEREAS, Lessor and Oneida Bingo Enterprise entered into a Lease Agreement (Lease") dated October 13, 1983 and numbered Lease No. B-2066(89); and

WHEREAS, Lessor and Oneida Bingo Enterprise entered into an amendment to lease dated April 14, 1989; and

WHEREAS, the parties desire to make certain amendments to the lease agreement to provide for additional parking space and new terms of rental payment fees payable to the Lessor.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the parties hereto amend the lease as follows:

1. PARAGRAPH II of the Lease shall be amended to add the following premises to the existing Lease:

A PARCEL OF LAND LOCATED IN PART OF GOVERNMENT LOT 3 SECTION 6, TOWNSHIP 23 NORTH, RANGE 20 WEST, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 6, THENCE N 00 50' 22" W ALONG THE WEST LINE OF SECTION 6 A DISTANCE OF 33.00' TO THE NORTHERLY LINE OF S.T.R. "172"; THENCE N 89 37'24" E 335.59' TO THE POINT OF BEGINNING; THENCE N 00 53'35" W 746.49'; THENCE N 89 57'43" E 914.94'; THENCE S 00 2'17" E 380.47'; THENCE S 88 33'34" W 90.32'; THENCE N 00 26'18" E 235.82'; THENCE S 89 59'37" W 631.68'; THENCE S 00 21.06" E 598.80'; TO THE NORTHERLY LINE OF S.T.R. "172"; THENCE S 89 37'24" W 187.07' TO THE POINT OF BEGINNING.

2. The language of Paragraph IV of the lease agreement shall be deleted and the following shall be inserted in it's place.

During the term of this lease, the rental rate per calendar year for the entire premises, the lease premises and the above mentioned lease amendment premises included, shall be \$28,000.00 per year payable in advance in equal monthly installment of \$2,333.33 per month. The rent stated herein shall be reviewed and adjusted at the beginning of each succeeding five (5) year period after October 1, 1992. The method of an up-dated appraisal shall be used to adjust the rental rate. The rental rate adjustments shall not be lower than prior adjustments.

3. Except as provided herein, all other terms and conditions of the Lease, Amendment to Lease and Assignment of Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused their names to be affixed the day and year first written above.

ONEIDA TRIBE OF INDIANS OF WI

ONEIDA BINGO ENTERPRISE

By Richard G. Hill
Richard G. Hill
Oneida Tribal Chairman

By Louise King
Louise King
Gaming Manager

This instrument was drafted by:

PATRICIA HAWPETOSS BRZBZINSKI
Attorney at Law
414 E. Walnut Street-Suite 240
Green Bay, WI 54155
(414) 432-2230

Recommender: Needs Resolution,
and signature
of Bus. Committee
Secretary

Superintendent, G.

APPROVED: _____

Minneapolis Area
Bureau of Indian

AMENDMENT TO BINGO ENTERPRISE LEASE

THIS AMENDMENT TO LEASE, made and executed this 23rd day of JUNE, 1993, by and between the Oneida Tribe of Indians of Wisconsin, a federally recognized Indian Tribe ("Lessor"), and the Oneida Bingo Enterprise ("Assignee").

WITNESSETH:

WHEREAS, Lessor and Oneida Bingo Enterprise entered into a Lease Agreement ("Lease") dated October 13, 1991 and numbered Lease No. B-2066(89); and

WHEREAS, Lessor and Oneida Bingo Enterprise entered into an amendment to lease dated April 14, 1989; and

WHEREAS, the parties desire to make certain amendments to the lease agreement to provide for additional parking space and new terms of rental payment fees payable to the Lessor.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the parties hereto amend the lease as follows:

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2. The language of Paragraph IV of the lease agreement shall be deleted and the following shall be inserted in it's place.

During the term of this lease, the rental rate per calendar year for the entire premises, the lease premises and the above mentioned lease amendment premises included, shall be \$50,000.00 per year payable in advance in equal monthly installment of \$2,333.33 per month. The rent stated herein shall be reviewed and adjusted at the beginning of each succeeding two (2) year period after October 1, 1992. The method of an up-dated appraisal shall be used to adjust the rental rate. The rental rate adjustments shall not be lower than prior adjustments.

3. Except as provided herein, all other terms and conditions of the Lease, Amendment to Lease and Assignment of Lease shall remain in full force and effect.

Following is how I arrived at the rental rate for the Bingo lease.

-Lease is for 25 years.

-There are 16 years left

-Land is worth approximately \$50,000 per acre

-Total acreage is 16.17 acres

Multiplied at 16.17 acres x \$50,000 = \$800,000

\$800,000 divided by 16 years = \$50,000 per year

\$50,000 divided by 12 months = \$2,333.33 per month

IN WITNESS WHEREOF, the parties have caused their names to be affixed the day and year first written above.

ONEIDA TRIBE OF INDIANS OF WI

ONEIDA BINGO ENTERPRISE

By: Deborah Doxtator
Deborah Doxtator, Tribal Chairwoman

By: _____
Louise King, Gaming Manager

Julie Barton
Julie Barton, Tribal Secretary

Emroy Skenandore, Assistant Manager

This instrument was drafted by:

Recommended:

PATRICIA HAWPETOSS BRZEZINSKI
Attorney at Law
414 E. Walnut Street-Suite 240
Green Bay, WI 54155
(414) 432-2230

Superintendent, Great Lakes Agency

APPROVED: _____

Minneapolis Area Director
Bureau of Indian Affairs