

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is being entered into effective as of July 1, 2013 (the "Effective Date"), by the Oklahoma Tourism and Recreation Department ("Tourism") and Choctaw Professional Resources Enterprise, Inc. ("CPRE"), a tribal corporation formed under the General Corporation Act of the Choctaw Nation of Oklahoma.

RECITALS

WHEREAS, the Oklahoma Tourism and Recreation Commission (the "Commission") is duly authorized and empowered to own, operate and maintain park and recreational properties, and to make improvements thereon for the benefit of the people of the State of Oklahoma (the "State"), and to lease property which the Commission shall determine advisable to more fully carry into effect the duties and powers of Tourism, as authorized under Title 74 O.S. Section 2212; and

WHEREAS, the Choctaw Nation of Oklahoma (the "Nation") is a federally recognized, sovereign and self-governing American Indian Nation possessing powers to regulate its citizens and activities; and

WHEREAS, the Nation and Tourism recognize each other as equal sovereigns, each with full immunity from uncontested suit, and desire to work together to promote tourism through the operation of the Center (as defined herein); and

WHEREAS, CPRE is a Tribal corporation formed under the General Corporation Act of the Choctaw Nation of Oklahoma; and

WHEREAS, desires to lease and operate the Center through CPRE, as provided for hereunder; and

WHEREAS, Tourism desires to lease the Center to CPRE.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. GRANT AND DESCRIPTION OF PREMISES. Tourism, pursuant to statutory authority, and for and in consideration of the agreements hereinafter stated, leases to CPRE certain premises, properties and improvements thereon, situated in the County of Bryan, State of Oklahoma, known and described as follows (collectively, the "Center"):

The area known as the Colbert Tourism Information Center, located in Bryan County, legally described as a portion of the SW/4 NE/\$ SW4 and the NW/4 NE/4 SW/4 of Sec 19- T 8 S-R 8 E I.M.. in Bryan Co., Oklahoma.

2. TERM. The term shall commence on the Effective Date, and end on the 30th day of June, 2018, both dates inclusive. The term of this Agreement shall be automatically extended for additional five (5) year periods unless either party notifies the other party of its intent not to renew the term of this Agreement, in writing, at least sixty (60) days prior to the end of the then-existing term. CPRE shall, within thirty (30) days of expiration of this Agreement, remove or otherwise dispose of all property belonging to CPRE located in or on the Center. Should CPRE

fail to remove or dispose of CPRE's property as required herein, Tourism may consider such property abandoned and may keep or dispose of same. At the expiration or termination of this Agreement, CPRE shall quit and surrender the Center, leaving any real property improvements or other property in a good state of repair, damage by matters over which CPRE has no control excepted, provided that such exculpatory provision shall not extend to any risk against which CPRE is required to insure. CPRE may terminate this Agreement, with or without cause, by giving sixty (60) days' prior written notice to Tourism.

3. CONDITIONS OF CENTER. Except as specifically set forth herein, the taking of possession of the Center by CPRE, shall, in itself, constitute acknowledgement that subject premises are in good and tenable condition. CPRE agrees to accept the Center in its presently existing condition, "as is," and Tourism shall not be obligated to make any alterations, additions or betterment thereto, except as otherwise required herein.

4. CONSIDERATION. Since Tourism is desirous of ceasing operation of the Center and CPRE seeks to develop and maintain the Center as part of its larger development plans, this acts as consideration.

5. USE OF PREMISES; REVENUE. CPRE shall use the Center to provide a tourism information center with office space, offering tourism literature and services for cultural and tourism enhancement. Tourism specifically agrees that (i) CPRE may also (x) sell cultural items and other merchandise in the Center and (y) take any other activities not inconsistent with the uses of the Center provided for herein and (ii) CPRE shall receive all revenue from any such activities and Tourism shall not be entitled to any such revenue.

CPRE agrees to maintain and operate the Center, in a clean, safe, wholesome and sanitary condition, free of trash, garbage or other obstructions, and in compliance with any and all applicable federal, state or other governing authority laws, general rules or regulations.

CPRE may expand or remodel the Center, or construct new improvements on the real property associated therewith, in compliance with any and all applicable state and federal laws, general rules or regulations of any governing authority.

CPRE may employ the staff necessary to operate the TIC as required hereunder, or it may contract with third parties, including but not limited to the Nation, to provide for the staffing at the TIC.

6. UTILITIES. CPRE shall be responsible for the payment of all utility charges related to operation of the Center, including all necessary refuse and garbage containers, and remove and dispose of all rubbish, refuse, and garbage resulting from business operations at the Center.

7. PERSONAL PROPERTY. At least fifteen (15) days prior to the Effective Date, Tourism shall provide CPRE with a list of all of Tourism's equipment and furniture that will be located at the Center as of the Effective Date (collectively, the "Tourism Personal Property"). Within thirty (30) days after the Effective Date, CPRE shall provide Tourism with a list of the Tourism Personal Property that CPRE desires to lease from Tourism (collectively, the "Leased Personal Property"), and Tourism shall have thirty (30) days from receipt of such list to remove from the Center all Tourism Personal Property that is not also Leased Personal Property (collectively, the

“Non-Leased Personal Property”). CPRE agrees to maintain all Leased Personal Property in good working order, less ordinary wear and tear, and to insure such items against loss. Except for the Leased Personal Property, CPRE acknowledges and agrees that all Non-Leased Personal Property shall remain the property of Tourism and shall be removed by Tourism as required under this Section. In the event any Non-Leased Personal Property is not removed from the Center by Tourism as required under this Section, CPRE may consider such Non-Leased Personal Property abandoned and may keep or dispose of same.

Any replacement of the Leased Personal Property during the term of this Agreement will be the responsibility of CPRE. Upon termination or expiration of this Agreement, CPRE will provide a current inventory of Leased Personal Property at the Center and replace any shortage or any such items that are not in good working condition. If any Leased Personal Property to be returned to Tourism by CPRE at the termination or expiration of this Agreement is not commercially available, commercially equivalent merchandise will be used as replacement(s).

8. IMPROVEMENTS AND MAINTENANCE.

a. Title to Improvements. CPRE hereby acknowledges Tourism is the owner of the Center, including all real property improvements existing or subsequently erected by CPRE thereon, and agrees to cooperate and protect said improvements from damage, in accordance with the provisions set forth herein.

b. Maintenance of Improvements. During the term of this Agreement, CPRE agrees to maintain the facilities of the Center in good order and repair in accordance with the terms contained herein. CPRE shall, at CPRE's own expense, perform any required routine maintenance and repairs to keep the Center in good working order, but shall not be responsible for repairs that extend the useful life of any structures (including but not limited to repairs to any heating and air (“HVAC”) systems, roofs, exterior, pipes or structural repairs) existing on the premises prior to the Effective Date (each a “Tourism Repair”); provided, however, CPRE shall be responsible for, and shall pay for, up to Two Thousand Dollars (\$2,000) per year for routine maintenance and service on any HVAC systems at the Center. Upon discovery of a necessary Tourism Repair, CPRE shall notify Tourism of such Tourism Repair, and Tourism shall repair such Tourism Repair within thirty (30) days of such notification. Upon the discovery of any necessary Tourism Repair that, unless repaired immediately, will cause bodily injury or significant damage to the Center or the property contained therein (each an “Immediate Repair”), CPRE may contract for the repair of any such Immediate Repair and submit the invoice for the repair of such Immediate Repair to Tourism, which invoice shall be paid by Tourism within twenty (20) days of receipt. CPRE shall pay the costs for and maintain exterior lighting, parking surfaces, driveways, and ingress and egress points of the Center, including mowing of appropriate portions of adjacent land. CPRE may rename and/or rebrand the Center as reasonably agreed upon by the parties hereto, and Upon request by CPRE, Tourism will work with the Oklahoma Department of Transportation (“ODOT”) to replace all highway signage under ODOT's control, to the extent practicable and as soon as reasonably possible, at CPRE's expense, to provide for such new name and/or brand.

9. PERFORMANCE OF CONTRACT. Any material violation by CPRE of the terms of this Agreement shall be grounds for termination of this Agreement by Tourism, in its discretion; provided, however, Tourism shall give written notice of such material violation to CPRE, and CPRE shall have thirty (30) days from receipt of such notice to cure such violation; provided, however, in the event such violation cannot be cured during such period thirty- (30-) day period, CPRE's continuing efforts to cure such violation shall toll such thirty- (30-) day period. In the event CPRE does not cure any violation after receiving written notice of such violation as required herein, Tourism may terminate this Agreement by providing CPRE with thirty (30) days' prior written notice of such termination. Notwithstanding anything contained in this Section, in the event CPRE cures any violation under this Section before Tourism gives the applicable notice of termination, such cure shall negate Tourism's right to terminate this Agreement for such violation.

10. INSURANCE; INDEMNIFICATION. CPRE shall maintain public liability insurance from a duly licensed insurance company within the State of Oklahoma, acceptable to Tourism, providing for combined single limit of \$500,000 each occurrence, and annual aggregates of \$500,000, for bodily injury and property damage.

A certificate of insurance evidencing coverage in such amounts shall be furnished to Tourism prior to the Effective Date, and Tourism shall be listed as an additional insured under such policy.

In addition, CPRE agrees to indemnify and hold harmless Tourism from all loss or damage to any person, or to the property of any person, including Tourism, arising in connection with the negligent operation of the Center by CPRE. CPRE further agrees to pay any costs and attorneys' fees incurred by State, its departments or agents in defense of any such actions, if such payment is required by a court of competent jurisdiction.

In addition, Tourism agrees to defend, indemnify and hold harmless CPRE from all claims, loss or damage to any person, or to the property of any person related to the Center or the operation of the Center prior to the Effective Date, including but not limited to any claims related to employee benefits of employees working at the Center prior to the Effective Date. Tourism further agrees to pay any costs and attorneys' fees incurred by CPRE or the Nation, its departments or agents in defense of any such actions, if such payment is required by a court of competent jurisdiction.

11. INSPECTION OF PREMISES. Tourism hereby reserves the right to enter upon the premises occupied by CPRE, at any reasonable time, to inspect the same.

12. APPLICABLE LAWS. CPRE shall comply with all applicable state, local and federal laws and regulations and with all other applicable laws, ordinances, and regulations of any governing agency where the Center is located, with regard to construction, sanitation, licenses, permits and all other matters.

13. NON-DISCRIMINATION. CPRE shall comply with all applicable portions of Title VII of the Civil Rights Act.

14. ASSIGNMENTS AND SUBLEASES. CPRE must obtain written authorization from Tourism before it assigns, subleases or conveys any interest granted by this Agreement; provided, however, such approval is not necessary for any assignment, sublease or conveyance to the Choctaw Nation of Oklahoma or any entity wholly owned by the Choctaw Nation of Oklahoma.

Unless assigned, subleased or conveyed in accordance with the previous sentence, CPRE must be the operator of the Center. CPRE's interest hereunder shall not be assignable in bankruptcy nor by operation of law. Any document by which any interest in this Agreement is granted shall indicate that the person acquiring such interest is taking such interest subject to the terms of this Agreement. Except as otherwise allowed hereunder, Tourism may prescribe the conditions of any assignment of this Agreement.

15. TIME OF ESSENCE. Time shall be of the essence in the performance of this Agreement.

16. TAXES. CPRE agrees to pay all lawful taxes, assignments or charges which, at any time, may be levied by State, any county or municipality, or any tax or assessment levied upon any interest in this Agreement or any possessory right which CPRE may have in or to the premises covered hereunder or the improvements thereon, by reason of its use or occupancy thereof, or otherwise; provided, however, CPRE shall not be responsible for the payment of any real property taxes related to the Center. CPRE also agrees to pay all lawful taxes on goods, merchandise, fixtures, appliances, equipment and property owned by it in or about said premises.

17. PROFESSIONAL CONDUCT. CPRE will operate the Center in a professional manner at all times, and its employees are expected to do likewise. Any incident of an unprofessional nature that could jeopardize the image or reflect adversely on the State or its holdings shall be considered a material violation of this Agreement and may be grounds for termination in accordance with Section 9 of this Agreement.

18. HANDICAPPED ACCESSIBILITY. Prior to the Effective Date, the State may inspect the premises to ensure that any new construction by CPRE is constructed in a manner which reasonably accommodates accessibility for handicapped individuals. Tourism represents and warrants that all structures at the Center, as of the Effective Date and that are not constructed by CPRE, comply with any local, state, federal or other governmental regulations with respect to accessibility for handicapped individuals (collectively, the "Accessibility Laws"). In the event any structure at the Center does not comply with the Accessibility Laws as of the Effective Date, any modifications to comply with the Accessibility Laws shall be considered a Tourism Repair hereunder.

19. FACILITY CONSTRUCTION. All modifications to existing facilities or new construction performed by CPRE hereunder shall be in compliance with all applicable federal, state, and local codes and requirements.

20. MARKS. Any and all trade names, trademarks, service marks, logos, artwork or other proprietary symbols, marks or other intellectual property of CPRE or the Nation (collectively, the "Nation's IP") shall be and remain the sole and exclusive property of CPRE or the Nation, and Tourism has no right, title or interest in the Nation's IP, regardless of whether CPRE or the Nation provided any of the Nation's IP to Tourism to use under the terms of this Agreement or if Tourism created such Nation's IP pursuant to the requirements contained herein; provided, however, Tourism shall have the right to use and/or reproduce any of the Nation's IP for the sole purpose of fulfilling Tourism's obligations contained herein. Except as otherwise specifically set forth herein, Tourism shall not have the right to use or reproduce any of the Nation's IP for any purpose or in any manner whatsoever.

21. MODIFICATIONS. This Agreement contains the entire agreement between Tourism and CPRE, and no modification of this Agreement, or waiver, or consent hereunder shall be valid unless the same is in writing, signed by Tourism and CPRE or by their duly authorized representatives.

22. INDEPENDENT CONTRACTOR. CPRE shall be an independent contractor under this Agreement. Nothing contained in this Agreement shall be construed to create a partnership or joint venture or an employment relationship between Tourism and CPRE or their successors in interest.

23. OPERATIONS. CPRE shall have the authority to establish rules and regulations for the operation of the Center consistent with Tourism's rules and regulations for the Center in effect prior to the Effective Date; provided, however, CPRE may establish the hours of operation and staffing and hiring requirements for the Center, in its sole discretion.

24. EXECUTION; COUNTERPARTS. This Agreement may be executed and delivered electronically (including by facsimile or electronic transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the parties hereto. All counterparts, when taken together, shall be deemed one (1) original document.

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IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed the day and year first above written.

“TOURISM”

Oklahoma Tourism and Recreation Department



Deby Snodgrass, Executive Director

“CPRE”

Choctaw Professional Resources Enterprise, Inc.



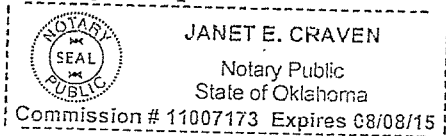
Gary Batton, Chairman

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

On this 1st day of July, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Deby Snodgrass, known to me to be the Executive Director of the Oklahoma Tourism and Recreation Department and acknowledged to me that she executed the foregoing instrument in such capacity on behalf of such entity, for the uses and purposes therein set forth.

WITNESS, my hand and seal the date last above written.

Notary Stamp with Commission Expiring:

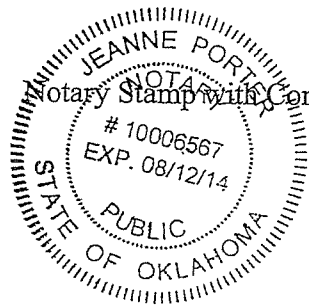


Janet E. Craven
Notary Public

STATE OF OKLAHOMA)
)
COUNTY OF BRYAN)

On this 27th day of June, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary Batton, known to me to be the Chairman of the Board of Directors of Choctaw Professional Resources Enterprise, Inc., and acknowledged to me that he executed the foregoing instrument in such capacity on behalf of such entity, for the uses and purposes therein set forth.

WITNESS, my hand and seal the date last above written.



Notary Stamp with Commission Expiring: 8-12-14

Jeanne Porter
Notary Public