OFFICE OF NAVAJO AND HOPI INDIAN RELOCATION—
NAHATA' DZIIL COMMISSIONED GOVERNANCE: ADMINISTRATIVE FACILITIES LEASE

LEASE NO. _____

THIS LEASE is made and entered into this day of _____ 2009, by and between The Office of Navajo and Hopi Indian Relocation an independent agency in the Executive Branch of the Government of the United States, hereinafter called the "Lessor" or "ONHIR" whose address is P.O. Box KK, Flagstaff, AZ 86002 and Nahata' Dziil Commissioned Governance, a Governance Certified and Land Use Plan approved political subdivision of the Navajo Nation, hereafter called the "Lessee" whose address is P.O. Box 400, Sanders, AZ 86512 in accordance with the provisions of the Navajo—Hopi Settlement Act, 25 U.S.C. §§ 640d et seq., as implemented by the regulations contained in 25 C.F.R. Part 700; and all amendments or successors thereto, ("the Act") which by this reference are made a part hereof.

1. DEFINITIONS.

(A) "Hazardous Substance" means any "hazardous substance" as defined under the provisions of section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601(14), including all amendments or successors thereto, and "petroleum" as defined under the provisions of section 9001(8) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6991(8).

(B) "Relocation Purposes" means the carrying out of the purposes of the Navajo—Hopi Settlement Act, 25 U.S.C. §§ 640d et seq. (as amended)

(C) "Secretary" means the Secretary of the United States Department of the Interior or his duly authorized representative or successor.

(D) "Storage Tank" means an "underground storage tank" as defined under the provisions of section 6991(1) of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., including all amendments and successors thereto, notwithstanding what percent of volume is located beneath the surface of the ground.

(E) "Sublessee" means an entity which Lessee has entered into a Sublease with, which Sublease has been duly approved by the Lessor.

(F) "Navajo Nation" means the government of the Navajo Nation, a Federally Recognized Indian Tribe

2. LEASED PREMISES.

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to Lessee all that tract or parcel of land situated within the Nahata' Dziil Navajo Commissioned Governance, County of Apache, Navajo Nation (Arizona),

more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof, containing approximately five and 68/100 (5.68) acres, more or less, (commonly referred to as "the Nahata' Dziil Chapter Administrative Facilities") and being the same as that parcel of land identified as "Chapter House/Building Trades" as shown on Exhibit "B," page 5 of the withdrawal entitled "Rural Community Residential and Community Development Area" dated January 1995 together with the right of reasonable ingress and egress, and the right to construct utilities thereon subject to any prior, valid, existing rights-of-way.

Said leasehold and improvements are hereinafter called the "Leased Premises." There is hereby reserved and excepted from the Leased Premises rights-of-way for utilities constructed by or on authority of Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the Leased Premises.

3. PURPOSE, UNLAWFUL USES.

(A) Lessee or a Sublessee approved by Lessor shall develop, use and occupy the Leased Premises for various community purposes including Commissioned Governance offices and meeting space.

(B) The Leased Premises shall not be used by Lessee or Sublessee for any purpose other than as numerated in Section 3.A, except with the prior written consent of Lessor. The consent of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.

(C) Lessee agrees not to use or permit to be used any part of the Leased Premises for any unlawful conduct or purpose.

4. TERM; RENEWAL OPTION.

(A) The term of this Lease shall be twenty-five (25) years, beginning on the date this Lease is approved by ONHIR.

(B) Lessee may extend the term of this lease for an additional twenty-five (25) years by notifying Lessor (or its successor) no earlier than one (1) year prior to the expiration of the principal term of this Lease and no later than six (6) months prior to the expiration of the principal term of this lease, if, at the time this option is exercised, Lessee is fully performing its obligations under this Lease.

5. WAIVER OF RENTAL.

Because the Leased Premises shall be used for Nahata' Dziil Commissioned Governance, community purposes, and for the benefit of persons relocated under the Act and their families, no rental shall be charged.

6. CONDITION OF LEASED PREMISES.

Lessee has examined and knows the Leased Premises and any improvements thereon and accepts the same as-is. No representations as to the condition of the Leased Premises have been made by Lessor or any agent of Lessor. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor, but solely upon Lessee's independent investigation.

7. IMPROVEMENTS.

(A) All buildings, equipment and other improvements on the Leased Premises, excluding removable personal property and trade fixtures, shall remain on the Leased Premises after termination of this Lease. At its option, Lessor may require Lessee to restore the Leased Premises to its original state upon termination of this Lease.

(B) Lessee shall remove all removable personal property and trade fixtures installed or brought to the Leased Premises by Lessee or Sublessee prior to termination of this lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, at Lessor's option said property shall thereupon become property of Lessor, and may be used or said property may be disposed of in any manner by Lessor with the costs of such disposal to be paid by Lessee or reimbursed to Lessor if Lessor pays for such disposal.

(C) As used in this Section, the term "removable personal property" shall not include property which normally would be attached or affixed to buildings, other improvements or land in such a way that it would become a part of the realty, regardless of whether such property in fact is so attached or affixed.

(D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the

use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

8. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

(A) All improvements placed on the Leased Premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view.

(B) Lessee shall maintain the Leased Premises and all buildings and other improvements thereon and any alterations, additions or appurtenances thereto, in good order and repair and in a safe, sanitary and neat condition.

(C) Lessee shall have the right to make reasonable alterations, additions or repairs to buildings or other improvements on the Leased Premises, consistent with other provisions of this Lease.

9. CONSTRUCTION BOND.

(A) At Lessor's option, prior to the commencement of construction of any improvement on the leasehold premises, the Lessee will cause its construction contractor to post a construction bond in favor of Lessor and Lessee. If the construction contractor cannot post such a bond, the Lessee shall post the construction bond. The purpose of the construction bond is to guarantee the completion of the improvements and payment in full of valid claims of all persons for work performed in or materials furnished for construction of the improvements. The construction contractor or the Lessee may provide security by either:

(1) Posting a corporate surety bond in an amount equal to the cost of each improvement, said bond to be deposited with the Lessor and to remain in effect until the improvement is satisfactorily completed. Said bond shall be conditioned upon faithful performance by Lessee or its construction contractor and shall give all claimants a right of action to recover upon said bond in any suit brought to foreclose on any mechanic's or materialmen's liens against the property. If United States Treasury Bonds are provided, Lessee or its construction contractor agrees to make up any deficiency in the value

deposited that might occur due to a decrease in the value of the bonds. Interest on said bonds shall be paid to Lessee.

(2) Depositing in escrow with the Lessor or an institution acceptable to the Lessor, negotiable United States Treasury Bonds, or cash, or furnishing a non-revocable letter of credit satisfactory to Lessor in an amount sufficient to pay the entire cost of construction of each building or other improvement then to be erected on the premises. If United States Treasury Bonds are provided, Lessee or its construction contractor shall make up any deficiency of the value deposited that might occur due to a decrease in the value of said bonds. Interest on said bonds shall be paid to Lessee or its construction contractor. The funds so deposited may then be used, at the option of Lessor and the Secretary, to discharge any valid mechanic's or materialmen's liens; if no such liens exist, the withheld funds shall be disbursed to Lessee or its construction contractor.

(B) If Lessee enters into a construction loan agreement with a financial institution, said loan agreement shall be subject to the approval of Lessor. Prior to such approval, Lessee shall perform all conditions precedent to the assumption of obligations under the agreement by the financial institution and Lessee shall deposit with the lending institution, or otherwise secure by means of a performance bond, the difference between the amount of the loan and the total cost of the improvements.

10. NON-RESPONSIBILITY NOTICES.

Prior to the commencement of construction of any improvement on the leased premises, or prior to the beginning of any repair or alteration thereto, or work or labor thereon, Lessee shall post non-responsibility notices at the site on Lessor's behalf.

11. UTILITY SERVICE LINE AGREEMENTS.

(A) Lessee is specifically authorized to enter into appropriate service line agreements with utility companies for the provision of utility services to the Leased Premises, including gas, water, sewer, electricity, telephone, television, internet and other utilities, without further consent by Lessor, on the condition that:

(1) such agreements are for the sole purpose of supplying utility services to the Leased Premises;

(2) such agreements authorize utility service lines only within the Leased Premises;

(3) such agreements do not extend beyond the term of this Lease;

(4) executed copies of such agreements, together with plats or diagrams showing with particularity the location, size and extent of such service lines, are filed by the utility companies with Lessor within thirty (30) days of their execution; and (5) such agreements are otherwise in accordance with applicable law.

(B) Nothing contained herein shall be construed to limit the right of Lessor to enter into service line agreements with utility companies for service lines across the Leased Premises, provided that such service lines do not unreasonably interfere with Lessee's use of the Leased Premises, nor otherwise to affect the rights-of-way reserved to Lessor in Section 2 of this Lease.

12. LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.

(A) Lessee shall not permit any liens arising from any work performed, materials furnished, or other obligations incurred by Lessee to be enforced against the Leased Premises, any interest therein or improvements thereon. Lessee shall discharge all such liens before any action is brought to enforce same.

(B) Lessee shall pay, before becoming delinquent, all taxes, assessments and other like charges levied upon or against the Leased Premises, any interest therein or improvements thereon, for which Lessee is liable. Upon request by Lessor Lessee shall furnish Lessor written evidence duly certified that any and all such taxes, assessments and other like charges required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee shall have the right to contest any asserted tax, assessment or other like charge against the Leased Premises, any interest therein or improvements thereon, by posting bond to prevent enforcement of any lien resulting therefrom. Lessee agrees to protect and hold harmless Lessor, the Secretary and the Leased Premises and all interests therein and improvements thereon from any and all such taxes, assessments and like charges and from any lien therefor, any sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Upon request by Lessee, Lessor shall execute and deliver any appropriate documents with reference to real estate tax exemption of the Leased Premises, any interest therein or improvements thereon.

(C) Lessee shall pay, before becoming delinquent, all charges for water, sewage, gas, electricity, telephone and other utility services supplied to the Leased Premises.

(D) Lessor shall have the right to pay any lien, tax, assessment or other charge payable by Lessee under this Lease, or to settle any action therefor, if, within a reasonable time after written notice thereof from Lessor Lessee fails to pay or to post bond against enforcement thereof. All costs and other expenses incurred by Lessor in so doing shall

be repaid by Lessee to Lessor on demand, together with interest at the legal rate from the date of payment or incursion thereof by Lessor until repayment is made by Lessee.

13. SUBLEASES AND ASSIGNMENTS.

(A) Lessee shall not assign, convey or otherwise transfer this Lease, or any interest therein, without the prior written approval of Lessor and then only upon the conditions that the assignment and conveyance is in furtherance of Relocation Purposes and that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this Lease. Any such attempted assignment, conveyance, or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor.

(B) Any Sublease shall incorporate the terms of this Lease Agreement which shall be binding on any Sublessee.

14. QUIET ENJOYMENT.

Lessor hereby covenants and agrees that, upon performing each of its covenants, agreements, terms and conditions contained in this Lease, that Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons claiming from or under Lessor.

15. NO ENCUMBRANCE.

Neither this Lease nor any interest therein may be encumbered without Lessor's prior written consent.

16. DEFAULT.

(A) Time is declared to be of the essence in this Lease. Should Lessee default in any provision of this Lease, said violation may be acted upon by the Lessor.

(B) In addition to the rights and remedies provided herein, ONHIR and if Lessor is any entity other than ONHIR, only the Secretary, may exercise the following options upon Lessee's default, authorized by applicable law:

(1) Collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this Lease; or

(2) Re-enter the premises if the lessee has abandoned the premises or has failed to conduct business for an extended period of time without notice, and remove all persons and property therefrom, and re-let the premises without terminating this Lease as the agent and for the account of Lessee, but without prejudice to the right to cause the termination of the under applicable law thereafter, and without invalidating any right of Lessor or the Secretary or any obligations of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of re-letting, collection, altering and repairing, including reasonable attorney's fees and any reasonable real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor when due, any deficiency and Lessor or the Secretary may sue thereafter as each deficiency shall arise; or

(3) Take any other action authorized or allowed under applicable law.

(C) No waiver of a breach of any of the terms and conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this Lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies, by suit or otherwise, which may be exercised by Lessor or the Secretary.

17. SANITATION.

Lessee hereby agrees to comply with all applicable sanitation laws, regulations or other requirements of the United States and the Navajo Nation. Lessee agrees to dispose of all solid waste in compliance with applicable Federal and Navajo Nation law. Lessee further agrees at all times to maintain the entire Leased Premises in a safe and sanitary condition, presenting a good appearance both inside and outside the Leased Premises.

18. HAZARDOUS SUBSTANCES.

(A) Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Leased Premises without the prior written approval of Lessor, which approval may be given, given upon conditions or denied in the sole discretion of Lessor so long as Lessor is ONHIR and which shall not be unreasonably withheld if Lessor is any entity other than ONHIR. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and such results in contamination to the Leased Premises or any

building or other improvement thereon, Lessee shall promptly take any and all actions necessary or appropriate to restore the Leased Premises or building or other improvement to the condition existing prior to the presence of any such Hazardous Substance on the Leased Premises. Lessee shall obtain written approval from Lessor prior to commencement of any such remedial action.

(B.) Lessee shall comply with all environmental laws of the Navajo Nation governing hazardous substances.

19. PUBLIC LIABILITY INSURANCE

(A) At all times during the term of this Lease, Lessee shall) carry a public liability insurance policy in the amount of at least $_____ for personal injury to one (1) person and $ _____ per occurrence, and $_____ for damage to property. Said policy shall be obtained from a reliable insurance company authorized to do business in the Navajo Nation and in Arizona and shall be written to protect Lessee, Lessor and the United States and shall provide for notification to Lessor prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor.

(B) Lessor may require that the amount of the insurance policy required by subsection (A) of this Section be increased at any time, whenever it shall determine that such increase reasonably is necessary for the protection of Lessor or the United States.

20. NON-LIABILITY.

Neither the Lessor, nor its officers, agents, nor employees, shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, caused by any use of the leased premises by Lessee, or by any defect in any structure existing or erected thereon, or arising from accident, fire, or from any other casualty on said premises or from any other cause whatsoever and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and agrees to defend and hold Lessor free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Lessee, together with all costs and expenses in connection therewith.

21. FIRE AND CASUALTY INSURANCE.

(A) At all times during the term of this Lease, Lessee shall carry fire and casualty insurance with an extended coverage endorsement covering not less than the full insurable value of all improvements on the Leased Premises. Said policy shall be

obtained from a reliable insurance company authorized to do business in the Navajo Nation and in Arizona, and shall be written to protect Lessee, Lessor, the United States and shall provide for notification to Lessor prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor and the Secretary.

(B) Subject to the provisions of subsections (C) this Section, in the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall promptly replace or repair the destroyed or damaged improvement to a condition as good as or better than before the destruction or damage occurred.

(C) In the event of destruction of or damage to any improvement on the Leased Premises, Lessee shall have the option not to replace or repair said improvement. Lessee shall provide Lessor with written notice of exercise of Lessee's option within thirty (30) days of the said event of damage. Should Lessee exercise its option to not replace or repair in accordance with this subsection, this Lease shall terminate ninety (90) days after the effective date of notice thereof and all proceeds of fire and damage insurance shall be paid to Lessor. Lessee shall clear the Leased Premises of all debris prior to termination of this Lease.

22. INSPECTION.

The Lessor shall have the right, at any reasonable time and upon reasonable notice during the term of this Lease, to enter upon the Leased Premises, or any part thereof, to inspect the Leased Premises and any buildings and other improvements erected or placed thereon.

23. INDEMNIFICATION.

Lessee shall defend, indemnify and hold harmless the Lessor and the Navajo Nation and their authorized agents, employees, landusers and occupants, against any liability for loss of life, personal injury and property damages arising from the construction on or maintenance, operation, occupancy or use of the Leased Premises by Lessee or Sublessee.

24. MINERALS.

No interest in minerals on or under the Leased Premises is conveyed by this Lease Agreement.

25. EMINENT DOMAIN.

If the Leased Premises or any part thereof is taken under the laws of eminent domain at any time during the term of this Lease, Lessee's interest in the Leased Premises or the part of the Leased Premises taken shall thereupon cease. Compensation awarded for the taking of the Leased Premises or any part thereof, including any improvements located thereon, shall be awarded to Lessor and Lessee as their respective interests may appear at the time of such taking

26. DELIVERY OF PREMISES.

At the termination of this Lease, Lessee shall peaceably and without legal process deliver up the possession of the Leased Premises in good condition, usual wear and tear excepted. Upon the written request of the Lessor, Lessee shall provide to the Lessor, at Lessee's sole cost and expense, an environmental audit assessment of the Leased Premises at least sixty (60) days prior to delivery of said premises.

(A) If the environmental audit reveals contamination of the premises, Lessee shall be required to submit an appropriate remediation plan for approval of Lessor and the Navajo Nation.

27. HOLDING OVER.

Holding over by Lessee after termination of this Lease shall not constitute a renewal or extension thereof or give Lessee any rights hereunder or in or to the Leased Premises or to any improvements located thereon.

28. ATTORNEY'S FEES.

Lessee agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Lessor or the Secretary in enforcing the provisions of this Lease.

29. AGREEMENT TO ABIDE BY APPLICABLE LAWS

In all activities conducted by Lessee within the Navajo Nation, Lessee shall abide by all applicable laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect, including, without limitation, the environmental, tax, employment and business preference laws of the Navajo Nation.

30. DISPUTE RESOLUTION.

In the event that a dispute arises under this Lease, the Parties agree to, prior to pursuing litigation, use their good faith efforts to resolve such disputes through mediation, informal discussion, or other non-binding methods of dispute resolution.

31. TERMINATION OF FEDERAL SUPERVISION.

Nothing in this Lease shall operate to delay or prevent a termination of federal responsibilities with respect to the Leased Premises by the issuance of a fee patent, or otherwise, during the term of this Lease, however, such termination shall not serve to abrogate this Lease. Lessor, Lessee, and Lessee's surety or sureties shall be notified of any such change in the status of the Leased Premises.

32. INTEREST OF MEMBER OF CONGRESS.

No member of or delegate to Congress or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

33. OBLIGATIONS TO THE UNITED STATES.

It is understood and agreed that while the Leased Premises are in trust or restricted status, all of Lessee's obligations under this Lease and the obligations of its sureties, are to the United States as well as to Lessor.

34. NOTICES AND DEMANDS.

(A) Any notices, demands, requests or other communications to or upon either party provided for in this Lease, or given or made in connection with this Lease, (hereinafter referred to as "notices,") shall be in writing and shall be addressed as follows:

To or upon Lessor:

Executive Director
Office of Navajo and Hopi Indian Relocation
P.O. Drawer KK
Flagstaff, AZ 8Window Rock, Navajo Nation (AZ)

To or upon Lessee:
President
Nahata' Dziil Commissioned Governance
P.O. Box 400
Sanders, AZ 86512

To or upon the Secretary:

Regional Director
Navajo Region
Bureau of Indian Affairs
United States Department of the Interior
301 West Hill Street
P.O. Box 1060
Gallup, New Mexico 87305
Fax: 1-505-863-8324.

(B) All notices shall be given by personal delivery, by registered or certified mail, postage prepaid, or by facsimile transmission, followed by surface mail. Notices shall be effective and shall be deemed delivered: if by personal delivery, on the date of delivery if during normal business hours, or if not during normal business hours on the next business day following delivery; if by registered or certified mail, or by facsimile transmission, followed by surface mail, on the next business day following actual delivery and receipt.

(C) Copies of all notices shall be sent to the Secretary if ONHIR is no longer the Lessor.

(D) Lessor, Lessee and the Secretary may at any time change its address for purposes of this Section by notice.

35. SUCCESSORS AND ASSIGNS.

The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of Lessee. Except as the context otherwise requires, the term "Lessee," as used in this Lease, shall be deemed to include all such successors, heirs, executors, assigns, employees and agents.

36. EFFECTIVE DATE; VALIDITY.

This Lease shall take effect on the date it is approved by the Lessor. This Lease, and any modification of or amendment to this Lease, shall not be valid or binding upon either party until it is approved by the Lessor.

37. WAIVER OF RENTAL BOND

No rental bond is required.

38. NAVAJO PREFERENCE.

In connection with all employment and contracting opportunities arising out of Lessee's activities under this Lease, Lessee shall give preference in employment and contracting to Navajo individuals and certified contractors in compliance with the Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq. ("NPEA"), and the Navajo Nation Business Opportunity Act, 5 N.N.C. §§ 201 et seq. ("NNBOA"). The terms and provisions of the NPEA and NNBPL are specifically incorporated in, and become a part of this Lease. Violation of such laws by the Lessee shall constitute a breach of this Lease and provide grounds for suspension or termination of the Lease or any other remedy prescribed by the NPEA and NNBOA.

39. CONSENT TO JURISDICTION.

Lessee hereby acknowledges and consents to the legislative, executive and judicial jurisdiction of the Navajo Nation in connection with all activities conducted by the Lessee within the Navajo Nation.

40. COVENANT NOT TO CONTEST JURISDICTION.

Lessee hereby covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing in this Section shall be construed to negate or impair federal responsibilities with respect to the Leased Premises or to the Navajo Nation.

41. RESERVATION OF JURISDICTION.

There is expressly reserved to the Navajo Nation full territorial legislative, executive and judicial jurisdiction over the area under the lease and all lands burdened by the lease, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring within the area under the lease; and the area under the lease and all lands burdened by the lease shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.

42. WATER

Lessee agrees that no water rights or rights to use water are conveyed in this Lease. Lessee will enter into such agreements with the Navajo Nation (or the Navajo Tribal Utility Authority) for the acquisition and disposal of water as it deems necessary.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above written.

OFFICE OF NAVAJO AND HOPI INDIAN RELOCATION, LESSOR

By: _____
Christopher J. Bavasi, Executive Director

NAHATA' DZIIL COMMISSIONED GOVERNANCE, LESSEE

By: _____
~~Arnold Taylor~~, President
Begay