

Lease No. _____
Lease Fee _____

***Lease from the Office of Navajo and Hopi Indian
Relocation (with the concurrence of the Navajo Nation
and the Nahata' Dził Commission Governance) to Ft.
Defiance Indian Hospital Board, Inc. for the Tsehootsoi
Medical Center Nahata' Dził Community Health Center
for the a site in Nahata' Dził Chapter, Navajo Nation
(AZ)***

Dated _____, 2012

By and Between

The Office of Navajo and Hopi Indian Relocation

and

Ft. Defiance Indian Hospital Board, Inc.

Lease from the Office of Navajo and Hopi Indian Relocation to the Ft. Defiance Indian Hospital Board, Inc. for a site in Nahata' Dziil Chapter, Navajo Nation (AZ)

THIS LEASE, in sextuplicate, is made and entered into this _____ day of _____ 2012, by and between the OFFICE OF NAVAJO AND HOPI INDIAN RELOCATION, hereinafter called Lessor or "ONHIR", whose address is Post Office Box KK, Flagstaff, Arizona 86002, and the Ft. Defiance Indian Hospital Board, Inc. a Navajo nonprofit corporation and P.L. 93-638 contractor hereinafter called the Lessee, whose address is Post Office Box 649, Ft. Defiance, AZ 86504-049.

WITNESSETH

WHEREAS, ONHIR is mandated to administer certain Navajo Nation trust lands to provide the Navajo People affected by the partition of the Former Navajo—Hopi Joint Use Area and the relocation of Navajos who resided on lands partitioned to the Hopi Tribe with new residences and community services; and

WHEREAS, these lands have been taken into trust under the Navajo-Hopi Settlement Act, Public Law 93-531, and Navajo-Hopi Indian Relocation Amendments Act of 1980, Public Law 96-305, 25 U.S.C. § 640d-10 (collectively the "Acts"); and

WHEREAS, among the community services which will benefit persons relocated pursuant to the Acts are health care and wellness services; and

WHEREAS, the Ft. Defiance Hospital Board, Inc. operates the Tsehootsoi Medical Center and Nahata' Dziil Health Center under contracts with the United States Indian Health Services pursuant to P.L. 93-638, as amended; and

WHEREAS the Ft. Defiance Indian Hospital Board, Inc. wishes to expand its services in the Nahata' Dziil Chapter and ONHIR has available a building commonly known as the "Industrial Building" which is available for such expansion.

NOW THEREFORE, with the concurrence of the Navajo Nation and Nahata' Dziil Commission Governance and applicable law and Lessor and Lessee agree as follows:

1.0 DEFINITIONS

- 1.1 "Approved Encumbrance" means an encumbrance approved in writing by the Lessor, and sureties, if any, in accordance with the terms and conditions of this Lease.
- 1.2 "Condemnation" means the taking of any real property right thereof, in condemnation proceeding, by right of eminent domain, or by conveyance in lieu of or in settlement of a condemnation or eminent domain proceeding brought by any governmental authority having jurisdiction and power over the property.
- 1.3 "Federal Laws" means all applicable federal laws, including:
 - i) "CERCLA," the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 *et. seq.*, and
 - ii) "RCRA," the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et. seq.*

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- 1.4 "Medical Waste" is all waste materials generated at health care facilities, such as hospitals, clinics, physician's offices, dental practices, blood banks, and veterinary hospitals/clinics, as well as medical research facilities and laboratories.
- i) The Medical Waste tracking Act of 1988 defines medical waste as "any solid waste that is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals." This definition includes, but is not limited to:
- blood-soaked bandages
 - culture dishes and other glassware
 - discarded surgical gloves
 - discarded surgical instruments
 - discarded needles used to give shots or draw blood (e.g., medical sharps)
 - cultures, stocks, swabs used to inoculate cultures
 - removed body organs (e.g., tonsils, appendices, limbs)
 - discarded lancets
- 1.5 "Regulated Substance" is defined in Section 9001(7) of the Resources Conservation and Recovery Act, 42 U.S.C. 6991(7), which is any substance defined in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (42 U.S.C. 9601(14)) (but not including any substances regulated as a hazardous waste under subtitle C of the Resource Conservation and Recovery Act (42 U.S.C. 6921 et seq.) and petroleum).
- 1.6 "Storage Tank" is any tank which is defined by either of the following subsections.
- 1.6.1 An underground storage tank as defined at 42 U.S.C. 6991 (1), or any storage tank, regardless of the percentage of such tank which is located above or below ground, which is not excluded under 42 U.S.C 6991 (1) and which is used for the storage of regulated substances, or;
- 1.6.2 Any above ground storage tank as defined in the Navajo Nation Above Ground Storage Tank Act or underground storage tank as defined in the proposed Navajo Nation Underground Storage Tank Act upon passage of each respective proposed Act.
- 2.0 LAND DESCRIPTION
- 2.1 For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to the Lessee the following described premises:

PARCEL BOUNDARY DESCRIPTION AND SURVEY PLAT: EXHIBIT "A" HERETO

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CONTAINING 14.1 acres, more or less, together with the improvements located thereon.
("Leasehold")

3.0 PURPOSE, UNLAWFUL USES

- 3.1 Lessee shall develop, use and operate the leased premises for the operation of a health care facility, wellness center and related purposes.
- 3.2 The leased premises shall not be used by Lessee, Sublessee(s) or Assignee(s), for any purpose or purposes other than those set out above, unless such other purpose or purposes is approved by the Lessor with concurrence by the Navajo Nation and Nahata' Dziil Chapter.
- 3.3 Lessee agrees that it will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

4.0 TERM; RELINQUISHMENT OF SANDERS CLINIC LEASE

- 4.1 The term of this Lease shall be twenty-five (25) years, beginning on the date this Lease is executed by the parties.
- 4.2 Lessee may exercise an option to renew for one additional term of twenty-five (25) years. The option may be exercised provided the Lease is not in default, and Lessee shall provide written notice of intent to renew at least one (1) year prior to the expiration of the principal Lease term.
- 4.3 Following execution of this Lease and within six (6) months after completion of development of the Leasehold, Lessee shall proceed diligently to move its existing programs now provided through the existing Nahata' Dziil Health Center and Parking Lease (Lease No. 161-05-1001) to the Leasehold—the Nahata' Dziil Community Health Center.
 - 4.3.1. Lessee and ONHIR shall then take such actions as will cause a mutual termination of LEASE No. 161-05-1001, so that leasehold is thereafter available for Nahata' Dziil community use.
- 4.4 If, following completion of development of the Leasehold, Lessee fails to provide community health services from the Leasehold for a period of six months or more, then at the option of Lessor, this Lease may be canceled by Lessor.

5.0 RENTAL

- 5.1 In consideration of the health care services to be provided residents of the Nahata' Dziil Chapter; the solid waste collection and disposal services to be provided; the relinquishment of Lease No. 161-05-1001 and the purposes of the Acts, no rental shall be charged for the principal term of the lease or for the option period.

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6.0 IMPROVEMENTS

6.1. Lessee shall make such improvements to the leasehold as will enable the leasehold to function as a full-time Community Health Center including acute care, dental services; public health nursing, community health education and a wellness center.

6.1.1 The improvements shall have a value of at least \$ 400,000.

6.2 All buildings and improvements, excluding removable personal property and trade fixtures, on the leased property shall remain on said property after termination of this Lease and shall thereupon become the property of Lessor.

6.2.1 The term "removable personal property" as used in this Section shall not include property which normally would be attached or affixed to the buildings, improvements or land in such a way that it would become a part of the realty, regardless of whether such property is in fact so placed in or on or affixed to the buildings, improvements or land in such a way as to legally retain the characteristics of personal property. Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor, subject to Section 20.0.

7.0 APPROVAL AND COMPLETION OF DEVELOPMENT

7.1 The Lessee shall submit its plan for the improvement and development of the leased premises to carry out its activities on the Leasehold to Lessor within six (6) months from the date the Lease is executed by the parties.

7.1.1 Lessor shall approve, reject or partially approve said Plan as soon as possible and in any event within thirty (30) days after receipt of the Plan.

7.1.2. If Lessor does not fully accept the Plan, the parties shall meet for good faith discussions to resolve any of Lessor's issues or questions about the Plan.

7.2 Once the Plan is approved, then the date for substantial completion of development in accordance with the general plan and architect's design shall be six (6) months after Plan approval

7.2.1. If the Lessee fails to substantially complete development within such period, such failure shall constitute a default and may be cause for termination, subject to Subsection 7.5 or unless otherwise agreed.

7.3 Prior to the commencement of construction of any new improvements 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.

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7.4 Upon completion of construction, the Lessee is required to submit any layout or general plans of the building or facility to the Lessor and to the Navajo Nation Division of Economic Development.

7.5 Whenever under this Lease a time is stated within which or by which original construction, repairs, or reconstruction of improvements shall be made and during such period a general or sympathetic strike or lockout occurs, war or rebellion ensues, or some event unquestionably beyond Lessee's power to control, the period of delay so caused shall be added to the period limited herein for the completion of such work.

8.0 CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION

8.1 All improvements placed on the leased premises shall be constructed in a good and workmanlike manner and in compliance with applicable laws and building codes. All parts of building visible to the public or from adjacent properties shall present a pleasant appearance as determined by Lessor and all service areas shall be screened from public view. Lessee shall, at all times during the term of this Lease and at Lessee's sole cost and expense, maintain the premises and all improvements thereon and any alterations, additions, or appurtenances thereto, in good order and repair and in a safe, sanitary, neat and attractive condition, and shall otherwise comply with all laws, ordinances and regulations applicable to said premises.

8.2 Lessee shall indemnify and hold harmless the Lessor and the Navajo Nation against liability for all claims arising from Lessee's failure to maintain said premises and the improvements thereon as herein above provided, or from Lessee's non-observance of any law, ordinance or regulation applicable thereto.

9.0 UTILITIES

9.1 From and after the effective date of this Lease, Lessee shall be responsible for arranging for and paying for all utilities to the Leasehold including, but not limited to water, electricity, gas/propane, wastewater, telephone, Internet, solid waste collection and removal and snow removal.

10.0 CONSTRUCTION BOND

10.1 At Lessor's option, prior to the commencement of construction of any improvement on the leasehold premises, the Lessee will cause his construction contractor to post a construction bond in favor of Lessor and Lessee and the Navajo Nation. 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:

10.1.1 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

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until the improvement is satisfactorily completed. Said bond shall be conditioned upon faithful performance by Lessee or his 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 his 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.

10.1.2 Depositing cash with the Lessor or non-revocable letter of credit or CD at an institution acceptable to the 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. Interest on said security shall be paid to Lessee or his construction contractor. The funds so deposited may then be used, at the option of Lessor, to discharge any valid mechanic's or materialmen's liens; if no such liens exist, the withheld funds shall be disbursed to Lessee or his construction contractor.

10.2 Lessee shall perform all conditions precedent to the assumption of obligations under the construction loan agreement by the financial institution and Lessee shall deposit with the lending institution or otherwise, other security acceptable to the Lessor with concurrence by the Navajo Nation, the difference between the amount of the loan and the total cost of improvement.

11.0 INSURANCE

11.1 Lessee shall obtain Commercial General Liability Insurance within 30 days from the date of execution of the Lease, provided however it is explicitly understood and agreed the Lessee must submit a copy of the Certificate of Insurance before beginning operations of the leased premises. The Commercial General Liability Insurance shall be with an unimpaired minimum combined single limit not less than in the amount of \$10,000,000 including with each occurrence a General Aggregate Limit of \$20,000,000. This policy shall cover property, business interruption, bodily injury, broad form property damage, personal injury, death, blanket contract, independent contractor, product, completed operations coverage. The policy shall contain a severability of interests provision.

11.1.1 Insurance shall not be required for risks covered by the Federal Tort Claims Act.

11.2 Lessee shall obtain Fire and Casualty Insurance with the minimum insurance coverage of not less than the replacement value of the improvements upon execution of the Lease. A certificate of insurance shall be submitted to ONHIR with a copy to the Navajo Nation.

11.2.1 In the event of damage to any improvement on the leased premises, Lessee shall rebuild, repair or otherwise reinstate the damaged improvement or building in a good and substantial manner according to the plan and elevation of the improvement or building so destroyed or damaged or in accordance with any modified plan approved in writing by the Lessor prior to commencement of repair or reconstruction. Repair or reconstruction shall commence as soon as possible and, in any event, within one (1) year after the damage occurs and shall

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be pursued diligently. Insurance proceeds shall be deposited in an escrow account with an institution approved by Lessor. Lessee shall also deposit in said escrow account all additional funds required to reconstruct the damaged improvement. Escrow instructions shall include provisions that all funds so deposited shall be used to reconstruct the damaged improvements and that funds shall be disbursed during the progress of reconstruction on proper architect's, engineer's, or contractor's certificates. All money in escrow after reconstruction has been completed shall be paid to Lessee.

- 11.2.2 In the event of damage to the extent of seventy-five percent (75%) or more of the total value of all improvements on the leased premises during the last five (5) years of the term of this Lease, Lessee shall have the option to reconstruct said improvements. Lessee shall provide Lessor with a written notice of the exercise of Lessee's reconstruction option within thirty (30) days of the event of damage giving rise to Lessee's reconstruction option. Should Lessee exercise its option to reconstruct, Lessee shall commence reconstruction of the damaged improvements within ninety (90) days of Lessee's exercise of its reconstruction option and shall diligently pursue the reconstruction to completion. Should Lessee not exercise its option to reconstruct, this Lease shall terminate one hundred and twenty (120) days after the event of damage giving rise to Lessee's reconstruction option. The leased premises shall be cleared of debris at Lessee's expense prior to termination of the Lease. In the event Lessee does not reconstruct, all insurance proceeds shall be paid to the Lessor.
- 11.3 Workers' compensation insurance to cover obligations imposed by federal and Arizona law, and Employers' Liability insurance with a minimum amount as is required and regulated by the state of Arizona. In case of any contracted work on the leasehold, the Lessee will require the Contractor, and all subcontractors, to provide the same as above.
- 11.4 All insurers must be a Nationally Accredited Insurance Company with a financial strength rating of "A" or the equivalent, and authorized to do business in Arizona. All policies required under this Lease shall name the Lessor and the Navajo Nation as additional named insureds. Certificates of insurance shall be addressed to ONHIR with an additional copy to the Navajo Nation Division of Economic Development, P.O. Box 663 Window Rock, Arizona 86515
- 11.5 Commercial Automobile liability insurance with a combined single limit of \$5,000,000 for bodily injury and property damage for each occurrence with respect to Lessee's owned, hired and non-owned vehicles assigned to or used in Lessee's business
- 11.7 Lessee, at its cost, shall maintain insurance coverage for full replacement cost on all of Lessee's personal property, Lessee's alterations, Lessee's utility installations, and Lessee's trade fixtures in, or about the leased premises. The proceeds from any such insurance shall be used by Lessee for the replacement of Lessee's personal property, alterations, utility installations, or trade fixtures only if Lessee repairs or rebuilds the leased premises.

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- 11.8 The certificate shall indemnify this Lease and indicate the policies will not be canceled, terminated or materially altered unless at least 30 days prior written notice is given to the Lessor. Lessor reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.
- 11.9 Lessee and its insurers providing the required coverages shall waive all rights of recovery against the Lessor and the Navajo Nation.
- 11.10 The insurance limits required under this Lease shall not limit the liability of the Lessee, nor relieve the Lessee of any obligation under this lease.
- 11.11 The Lessee shall not do or commit to be done anything in or upon any portions of the leased premises or bring or keep anything there which would in any way conflict with the conditions of any insurance policy upon the leased premises or in any way increase the rate of insurance upon the leased premises or on property kept there.
- 11.12 Lessor and the Navajo Nation will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by Lessee proves to be inadequate or otherwise insufficient for any reason whatsoever.
- 12.0 **CONDITION OF LEASED PREMISES**
- 12.1 Lessee has examined and knows the leased premises and improvements thereon and accepts the same as-is. No representations as to the condition of the leased premises have been made by Lessor, any agent of Lessor or the Navajo Nation prior to or at the time of execution of this Lease. Lessee warrants that it has not relied on any warranty or representation made by or on behalf of Lessor or the Navajo Nation, but solely upon Lessee's independent investigation.
- 12.2 The independent investigation, which shall be conducted prior to entering into the Lease, shall include an environmental review which provides the Lessee with knowledge of the environmental status of the leased premises, including the status of the storage tanks, if any, and/or other regulated substances.
- 13.0 **UTILITY SERVICE LINE AGREEMENTS**
- 13.1 Lessee will identify the rights-of-way necessary or appropriate for construction, operation and maintenance of any improvements. Lessee shall obtain such approvals as may be necessary or appropriate as required by 25 U.S.C. §415 and 25 C.F.R. § 169.
- 13.2 Lessee is authorized to enter into appropriate service line agreements with utility companies for the provision of necessary or appropriate 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:
- 13.2.1 such agreements are for the sole purpose of supplying utility services to the leased premises; and

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- 13.2.2 such agreements authorize utility service lines only within the leased premises; and
 - 13.2.3 such agreements do not extend beyond the term of this Lease, including any extensions thereof; and
 - 13.2.4 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
 - 13.2.5 such agreements are in accordance with the provisions of 25 C.F.R. § 169.22, including any amendments or successors thereto.
- 13.3 Lessor reserves the right for Lessor's benefit or for the benefit of other land users, whether or not adjacent to the leased premises, to enter into service line agreements with utility companies for service lines across the leased premises, provided that, after consultation, ONHIR, the Navajo Nation and Lessee determine such service lines do not unreasonably interfere with Lessee's use of the leased premises nor otherwise affect any property rights reserved to Lessor.
- 14.0 SUBLEASES, ASSIGNMENT, AMENDMENT, TRANSFER, ENCUMBRANCES
- 14.1 All Subleases require the approval by the Lessor
 - 14.2 Lessee shall not assign, amend, or in any manner whatsoever transfer this Lease or any right to or interest in this Lease or any of the improvements on the leased premises, without the prior written approval of the Lessor. Approval of one assignment, sale, amendment or transfer shall not validate a subsequent assignment, sale, amendment or transfer, and the restrictions of this Section shall be severally binding upon each and every Assignee, Transferee and other successor in interest of the Lessee, excepting an encumbrancer.
 - 14.3 Approval or disapproval of any assignment, amendment or transfer for any purpose whatsoever by the Lessee shall be within the sole discretion of ONHIR after consultation with the Navajo Nation. ONHIR with concurrence by the Navajo Nation reserves the right to adjust the rental provisions of this Lease upon any assignment, amendment, or transfer.
 - 14.4 No encumbrances are authorized under this Lease.
- 15.0 LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES
- 15.1 Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee.

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15.2 Lessee shall discharge all such liens before any action is brought to enforce same; further, Lessee shall pay before becoming delinquent, all taxes, assessments, licenses, fees, and other like charges levied during the term of this Lease upon or against the leased land and all interests therein and property thereon, for which either Lessee or Lessor may become liable.

15.3 Upon request Lessee shall furnish Lessor written evidence duly certified that any and all taxes required to be paid by Lessee have been paid, satisfied, or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property, by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless Lessor, Navajo Nation and the leased premises and all interest therein and improvements thereon from any and all claims, taxes, assessments, and like charges and from any lien therefor, or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by Lessee.

15.4 In addition to the rents, taxes and other charges herein described, Lessee shall pay charges for water, sewage, gas, electricity, telephone, trash, and other utility services as required for construction and or operation and maintenance of any improvements or as necessary for said leased premises.

16.0 SANITATION

16.1 Lessee hereby agrees to comply with all applicable sanitation codes, requirements, or laws which may be related to the purpose of this document. Such compliance shall specifically include, but not be limited to, the sanitary regulations of the U.S. Public Health Service. Lessee further agrees to at all times maintain the entire leased premises in a safe, sanitary condition, presenting a good appearance both inside and out in all buildings operated on the leased premises. Non-compliance with this Section 17.0 shall constitute a breach of this Lease.

16.1.1 Without limiting the foregoing Lessee shall be responsible for the proper removal and disposal of all solid waste, including all Medical Waste from the Leasehold using "best practices."

16.1.2 Lessee shall also be responsible for the transporting and disposal of all community solid waste from the Nahata' Dziil Transfer Station to an approved landfill without charge to the Nahata' Dziil Commission Governance.

16.2 Lessee further agrees to comply with applicable, state, Navajo Nation and local laws, statutes, ordinances, regulations, court and administrative orders and decrees pertaining to all sanitation matters including but not limited to the storage and disposal of refuse, rubbish, and any other regulated substances. Lessee further agrees that all solid waste, including but not limited to refuse, rubbish, Medical Waste and any other regulated substance generated by the Lessee or by any Sublessee shall be disposed of only at a state or Navajo Nation certified public or private landfill, and Lessee or Sublessee (as applicable) shall maintain records to demonstrate compliance with this requirement.

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16.3 Lessee agrees to maintain all records required by applicable law and regulations and to make such records available to appropriate officials of the Navajo Nation and federal government.

17.0 REGULATED SUBSTANCES, STORAGE TANKS, SPECIAL CONDITIONS

17.1 Lessee shall not cause or permit any regulated substance (as defined in 1.0) to be used, stored, generated or disposed of on or in the premises without first obtaining written consent of the Navajo Nation Environmental Protection Agency. If the Navajo Nation Environmental Protection Agency does not respond to a request for consent within thirty (30) days consent shall be deemed granted.

17.2 If regulated substances are used, stored, generated or disposed of, on, or in the leased premises, or if the leased premises become contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify and hold harmless the Lessor and the Navajo Nation from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the leased premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease term and arising as a result of such contamination by Lessee.

17.3 This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, restoration or other costs of regulatory compliance mandated by the federal government or Navajo Nation. Without limitation of the foregoing, if Lessee causes or permits the presence of any regulated substance on the leased premises and such results in any contamination of the leased premises or other property including, but not limited to the improvements, soil, surface water or groundwater, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the leased premises to the condition existing prior to the contamination by any such regulated substance on the leased premises. Lessee will first obtain Lessor's approval for any such remedial action.

17.4 Lessee shall provide the Lessor, the Navajo Nation Environmental Protection Agency and the Navajo Nation Division of Economic Development with a clear and legible copy of all notices or reports concerning storage tank installation, testing, leakage, or remediation at the premises subject to this Lease which Lessee is required by applicable law or regulation to provide to the United States Environmental Protection Agency or which Lessee otherwise provides to the United States Environmental Protection Agency. Service of documents as required by this Lease upon the Navajo Nation Environmental Protection Agency shall be by first class mail to Lessor and to:

UST-AST Program
Navajo Nation Environmental Protection Agency
Post Office Box 339
Window Rock, Navajo Nation (Arizona) 86515

and,

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Navajo Nation Division of Economic Development
Post Office Box 663
Window Rock, Navajo Nation (Arizona) 86515
or their respective institutional successors.

- 17.5 If Lessee installs or operates storage tanks on the leased property, the Lessee or shall post a bond, obtain insurance or provide such other evidence of financial responsibility that meets all the requirements of 40 C.F.R. Part 280, Subpart H regardless of whether the storage tank in question is an aboveground or underground storage tank. Lessee shall provide proof of this bond, insurance, or other qualifying financial responsibility mechanism to Lessor and the Division of Economic Development. The bond, insurance or other qualifying financial responsibility mechanism shall remain in effect for the term of the base lease or sublease, and any renewals thereof, and shall not be released or terminated until such time as the Division of Economic Development certifies that the facility is in compliance with all applicable law and regulations, or that the tanks have been removed and the site has been remediated, or that the base lease or sublease has been transferred and the new operator has provided proof of an adequate bond, insurance or otherwise satisfied the 40 C.F.R. Part 280, Subpart H financial responsibility requirements. It shall be the responsibility of the Lessee to provide the Navajo Nation Division of Economic Development with all proof required for release of bond or termination of insurance coverage.

18.0 ENVIRONMENTAL AUDITS AND COMPLIANCE DOCUMENTS.

- 18.1.1 Entry Audit: If storage tanks are located at the Lease site, the Lessee will supply the Lessor and the Navajo Nation Environmental Protection Agency and the Navajo Nation Division of Economic Development with a complete copy of the report and underlying data generated in preparation of a Phase Two environmental audit before Lessee places any regulated substance in the storage tanks or releases any regulated substances from the storage tanks but no later than ninety (90) days after the Lease is approved by the Lessor.

The Lessee shall notify the Navajo Nation Environmental Protection Agency and the Division of Economic Development, or any institutional successor, of the firm chosen to perform the Phase Two Environmental audit prior to the performance of such audit. Lessor may accept or decline the choice of environmental auditor within twenty (20) days of written notice by Lessee. If Lessor does not respond within twenty (20) days of receipt of the Lessee's written notice, the environmental auditor is deemed accepted.

- 18.1.2 Environmental Audit(s): Lessee shall pay to the Lessor the amount of \$15,000 which will be held by the Navajo Nation during the term of the Lease.

The amounts shall be deposited at the Navajo Nation Division of Economic Development:

P.O. Box 663
Window Rock, Arizona 86515

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This sum is in addition to any other rental obligations of Lessee. This sum shall be used to pay for a Phase Two environmental audit to be performed during the last year of the Lease and any other environmental audit(s) during the term of the Lease which Lessor or the Navajo Nation determines, based on probable cause, to be reasonably necessary to ascertain whether environmental contamination by regulated substances has occurred. The Navajo Nation Environmental Protection Agency shall determine whether an audit shall be performed.

If the Navajo Nation Environmental Protection Agency determines that the amount deposited is insufficient to pay for the environmental audit, and the environmental audit determines regulated substances are unlawfully present, Lessee shall, upon written demand by Lessor or Navajo EPA after consultation, promptly deposit with Lessor an amount sufficient to pay for the environmental audit or to bring Lessee's deposit to \$15,000, whichever is more. If Lessor or Navajo EPA performs an environmental audit pursuant to this article during the term of the Lease which finds regulated substances unlawfully present and whose remediation is financed by all or part of the above referenced sum, Lessee shall, at the end of the year in which the audit is completed, deposit funds with the Navajo Nation sufficient to reestablish the amount deposited prior to the audit and to reimburse the Navajo Nation for any amount the Navajo Nation spent on the environmental audit in excess of the \$15,000 deposit.

The deposit shall be kept in an account by the Navajo Nation Division of Finance on behalf of the Lessee to meet the expenses of the obligations stated above. At the termination of the Lease and upon completion of all environmental audits, removal and remediation to be performed on the premises, the Navajo Nation shall return any of the money deposited to the Lessee which was not spent to conduct environmental audits of the leased premises or to remediate or remove regulated substances which were released on the leased premises.

Nothing stated herein shall be construed to limit Lessee's liability for costs associated with investigation, or remediation, of regulated substances located on the leased premises including Lessee's liability for litigation costs and attorneys fees.

19.0 OWNERSHIP AND REMOVAL OF STORAGE TANKS

19.1.1 The ownership and removal responsibility for any regulated substances or petroleum product manufacturing, processing, storage, or conveyance facilities placed in or on the leased premises shall be the responsibility of the Lessee. All facilities or storage tanks must comply with applicable federal, state, Navajo Nation and local law including requirements for corrosion protection, spill and overfill protection and leak detection. Any repairs made to such facilities or storage tanks must comply with applicable repair standards. Lessee shall provide Lessor and the appropriate Division of Economic Development department with complete and legible copies of all documents establishing Lessee's ownership of, lease of, or acquisition of any other use interest in any storage tanks installed on the leased premises.

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19.1.2 Unless otherwise notified by the Lessor, regulated substances and storage tanks are the property of the Lessee who placed them on the property and do not become the property of the Lessor or Navajo Nation for RCRA liability purposes. For RCRA, 42 U.S.C. 6991(3), purposes of any storage tanks placed on the leased premises. Petroleum manufacturing, processing, storage, storage tanks, or conveyance facilities shall be removed by Lessee unless notified by Lessor or the Navajo Nation in writing not to remove all of part of such property.

19.1.3 Prior to termination or expiration of the Lease and prior to vacancy of the property the Lessee shall remove those improvements that are subject to removal as described above and below, assess the site for potential contamination, remediate any contamination discovered, and satisfy or actively and in good faith seek resolution of any third party damages which may have occurred. Should any of the above activities extend past the termination or expiration date of the Lease, the Lease shall be extended and Lessee shall remain financially responsible for completing these activities. The bond, unless waived, or the insurance of this Lease shall not be released or terminated until these activities are completed.

20.0 INDEMNIFY, DEFEND AND HOLD HARMLESS

Except for Lessor's sole Negligence, Lessee shall indemnify, protect, defend and hold harmless the Lessor and the Navajo Nation from and against any and all claims, loss of rents damages, costs, liens, judgments, penalties, permits, attorney's or consultant's fees, expenses and/or liabilities arising out of, involving, or dealing with, the occupancy of the leased premises by Lessee, the conduct of the Lessee's business, any act, omission, neglect or misconduct of Lessee, its agents, contractors, employees or invitees, and out of any Default or Breach by Lessee in the performance in a timely manner of any obligation on the Lessee's part to be performed under this Lease. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not litigated and/or reduced to judgment, and whether well-founded or not. In case any action or proceeding be brought against Lessor or the Navajo Nation by reason of any of the foregoing matters, Lessee, upon notice from any Lessor or the Navajo Nation, shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and the Navajo Nation, and the Lessor and the Navajo Nation shall cooperate with Lessee in such defense. Lessee shall have the right to control such defense and to settle or compromise the claim in cooperation with Lessor and the Navajo Nation as long as such defense, settlement or compromise does not unduly prejudice Lessor and the Navajo Nation.

21.0 EMINENT DOMAIN

If, at any time during the term of this Lease, the leased premises or any part thereof is taken or condemned under the laws of eminent domain, then and in every such case, the leasehold estate and interest of the Lessee in said leased premises or part thereof taken shall forthwith cease and terminate. All compensation awarded by reason of any takings of the leased land and any taking of or injury to the buildings or improvements located thereon shall be awarded to the Nahata' Dziil Commission Governance.

22.0 DEFAULT

Lease from the Office of Navajo and Hopi Indian Relocation to the Ft. Defiance Indian Hospital Board, Inc. for a site in Nahata' Dziil Chapter, Navajo Nation (AZ)

- 22.1 Time is declared to be of the essence of this Lease.
- 22.2 Lessor may determine the Lessee is in default for the following:
 - 22.2.1 Lessee fails to perform any of its material obligations or duties under the lease when required and such failure continues for a period of ten (10) days after notice of default is sent to Lessee that such obligation or duty has not been performed; provided that if such failure is not reasonably susceptible to cure within ten (10) days, there is no default for such longer period of time as is reasonably required to cure such failure provided that Lessee commences a cure within ten (10) days after the notice of default is mailed and Lessee diligently pursues the cure.
 - 22.2.3 Lessee abandons or surrenders the leased premises and if the operations required hereunder are not operated for a period of sixty (60) consecutive days for any reason other than a closure for major repairs or renovation, acts of god, casualty, war or insurrection, strikes or labor disputes or other matters beyond the reasonable control of Lessee after written notice thereof has been received by Lessee from Lessor.
- 22.3 Lessee shall within ten (10) days from the mailing of the notice of default either:
 - 22.3.1 Notify in writing to the Lessor that the default has been cured and submit documentation necessary to indicate the default has indeed been cured; or
 - 22.3.2 Submit in writing to the Lessor a statement and explanation disputing the Lessor's determination that the Lease is in default and why the Lease should not be terminated; or
 - 22.3.3 Request in writing to be given an additional ten (10) days to cure unless it is not reasonably susceptible to cure within ten (10) days in which case there is no default for such longer period of time as is reasonably required to cure. Any additional time granted to cure shall be in the discretion of the Division of Economic Development.
- 22.4 Should a default occur which continues beyond all applicable cure periods, the Lessor may exercise the following options upon Lessee's default:
 - 22.4.1 re-enter the leased premises if the Lessee has abandoned the leased premises or has failed to conduct business for a period of time without notice and remove all persons and property therefrom, excluding the property belonging to authorized Sublessees, and re-let the leased premises without terminating this Lease as the agent and for the account of Lessee, but without prejudice to the right to terminate the Lease thereafter, and without invalidating any right of Lessor 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 leased premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon.

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22.4.2 terminate this Lease, as a matter of law

22.4.3 pursue the execution on bonds or collection of insurance proceeds; or

22.5 If the Lessor terminates the Lease, the Lessor shall send a termination letter to Lessee within a reasonable time period from the date of determination by the Lessor to terminate, by certified mail, return receipt requested. Lessee shall vacate the premises within thirty (30) days upon receipt of the termination letter, unless an appeal has been filed. The termination shall become effective 31 days after mailing the letter. Any filing of an appeal shall not change the effective date of a cancellation. Pending the outcome of an appeal, the Lessee shall make all requisite payments, as well as comply with the terms of the Lease.

22.6 If a grant of extension for time to cure is given, the Lessee shall diligently perform and complete the corrective actions within a time frame agreed, in writing, between the Lessor and Lessee.

22.7 No waiver any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant of this Lease.

22.8 Exercise of any of the remedies outlined in this Section shall not exclude recourse as to any other remedies, by suit or otherwise, which may be exercised by Lessor or any other rights or remedies now held or which may be held by Lessor in the future.

23.0 ATTORNEY'S FEES

In the event of any dispute between the parties resulting in litigation, the prevailing party shall be entitled to reasonable attorney fees and collection costs.

24.0 NO PARTNERSHIP

No term of this agreement shall be so construed as to provide that a partnership exists between Lessor and Lessee; the only relationship between the parties being that of Lessor and Lessee.

25.0 TERMINATION OF FEDERAL TRUST

Nothing contained in this Lease shall operate to delay or prevent a termination of Federal Trust responsibility with respect to the land by the issuance of a fee patent or otherwise during the term of this Lease; however, such termination shall not serve to abrogate the Lease. The owners of the land and Lessee, surety or sureties, if any, shall be notified of any such change in the status of the land.

26.0 OBLIGATIONS OF LESSEE

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While the leased premises are in trust or restricted status, all of Lessee's obligations under this Lease, and the obligations of their and sureties, are to the United States as well as to the Navajo Nation.

27.0 STATUS OF SUBLEASES

Termination of this Lease, by cancellation or otherwise, shall not serve to cancel approved subleases and/or subtenancies, but shall operate as a temporary assignment to Lessor, without merger of the Lease and sublease or subtenancy, of any and all such subleases and/or subtenancies, until a lease can be obtained between the Sublessee, Assignee, and the Lessor, which such parties shall diligently pursue.

28.0 INSPECTION

28.1 Lessor and its authorized representatives, shall have the right, at any reasonable time during the term of this Lease, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon for purposes, including, but not limited to, conditions affecting the health, safety and welfare of those entering the leased premises, the protection of the leased premises, any improvements thereto or any adjoining property or uses, or compliance with applicable environmental health or safety laws and regulations. No showing of probable cause shall be required for such entry and inspection. If testing for environmental contamination reveals environmental contamination in violation of applicable law, Lessee shall pay the costs of such testing. Nothing in this paragraph shall limit Lessee's obligation under applicable law or this Lease to perform testing or remediation or otherwise limit Lessee's liability.

28.2 Lessor and its authorized representatives, shall have the right, during normal business hours, during the term of this Lease and if the Lease is terminated or expired, at any time, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements and the Lessor and its authorized Representatives shall notify the Lessee not less than three (3) days before conducting the inspection. Such inspection shall not unreasonably interfere with the Lessee's business operations, unless the Lease has expired or is terminated.

29.0 HOLDING OVER

Holding over by the Lessee after the termination of this Lease shall not constitute a renewal or extension thereof or give the Lessee any rights in or to the leased premises.

30.0 LEASE REQUIREMENTS NOT EXCLUSIVE

Nothing in this Lease shall be construed to relieve Lessee of any obligations pursuant to any Federal or Navajo Nation law for the protection of the environment or the public health, safety, or general welfare which is currently enacted or which may be enacted at a later date.

31.0 DELIVERY OF LEASED PREMISES

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31.1 At the termination or expiration of this Lease, Lessee will peaceably and without legal process deliver up the possession of the leased premises, in good condition, usual wear and tear excepted.

31.2 Lessee agrees to allow the Navajo Nation Environmental Protection Agency to conduct an environmental audit 360 days prior to the expiration or termination of such Lease. Such assessment shall be delivered to the Lessor and the Navajo Nation Division of Economic Development sixty (60) days prior to the expiration or termination or the delivery of the leased premises, whichever occurs first, in turn the Division of Economic Development shall submit to the Lessee a copy of such audit within ten (10) days of receipt.

32.0 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 qualified 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. ("NBOA"). The terms and provisions of the NPEA and NBOA 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 NBOA, provided such compliance does not violate applicable federal laws.

32.1 Not less frequently than once a year during the term of the Lease, Lessee at its own cost and expense shall conduct training for residents of the Nahata' Dziil Chapter to provide such trainees with job skills which may qualify them for employment by Lessee.

33.0 MINERALS

All minerals, including sand and gravel, contained in or on the lease premises are reserved for the use of Lessor or the Navajo Nation unless placed on the leased premises by the Lessee. Lessor also reserves the right to enter upon the leased premises and search for and remove minerals located thereon, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee.

34.0 SUCCESSORS AND ASSIGNS

The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, 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, assigns, executors, administrators, employees and agents.

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35.0 INTEREST OF MEMBER OF CONGRESS

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

36.0 USE OF NAVAJO PRODUCED GOODS AND SERVICES

Lessee agrees to make all purchases of materials, equipment, goods, services and transportation from Navajo-owned businesses, whenever such purchase is economically feasible, as required by Navajo law.

37.0 AGREEMENT TO ABIDE BY NAVAJO AND FEDERAL LAWS

The Lessee and the Lessee's employees, agents, and sublessees and their employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation, and all applicable laws, regulations and ordinances of the United States, now in force and effect or as may be hereafter in force and effect.

38.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

Applicable Federal and Navajo Nation law shall govern the construction, performance and enforcement of this Lease.

39.0 CONSENT TO JURISDICTION

Lessee hereby 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.

40.0 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 full 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 similar challenges 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.

41.0 SEVERABILITY

It is agreed that if any provision of this Lease shall be determined to be void then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two interpretations, one of which would render the provision void and

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the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

42.0 QUALIFICATIONS OF BUSINESS

In the event Lessee hereunder is a business entity, the person(s) executing this Lease on behalf of Lessee hereby covenant and warrant that Lessee is a duly qualified business entity and all steps have been taken prior to the date hereof to qualify the Lessee to do business in the Navajo Nation; all franchise and corporate taxes, if any, have been paid to date; and all future forms, reports, fees, and other documents necessary to comply with applicable laws will be filed when due.

43.0 NO ORAL AGREEMENTS

It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Lease.

44.0 NOTICES AND DEMANDS

43.1 All 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, shall be in writing and shall be addressed as follows:

To or upon Lessor: Commissioner/Executive Director
 Office of Navajo and Hopi Indian Relocation
 Post Office Box KK
 Flagstaff, AZ 86002

Telefax: 1-928-774-1977

To or upon Lessee: Ft. Defiance Indian Hospital Board, Inc.
 P. O. Box 649
 Ft. Defiance, AZ 86504

44.2 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 when dispatched and may be delivered by personal delivery, registered or certified mail, or by facsimile transmission, followed by surface mail.

43.3 Lessor and Lessee may at any time change its address for purposes of this Section by written notice.

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IN WITNESS THEREOF THE PARTIES HAVE EXECUTED THIS LEASE AS OF THE DATE FIRST ABOVE WRITTEN:

:

LESSEE:

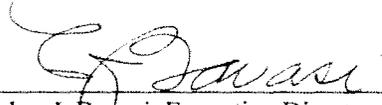


Leland Leonard, Chief Executive Officer

DATE:

10/10/12

LESSOR:

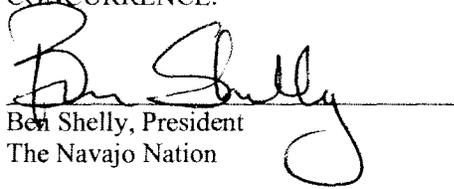


Christopher J. Bavasi, Executive Director

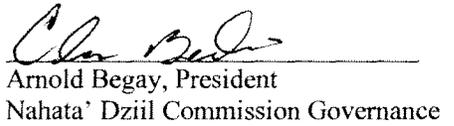
DATE:

10/10/12

CONCURRENCE:



Ben Shelly, President
The Navajo Nation



Arnold Begay, President
Nahata' Dziil Commission Governance

FOR

TRACT DESCRIPTION

A PARCEL OF LAND SITUATE WITHIN THE NORTHEAST QUARTER (NE/4) OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 28 EAST, GILA & SALT RIVER MERIDIAN IN THE VICINITY OF SANDERS, APACHE COUNTY, STATE OF ARIZONA, AND IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

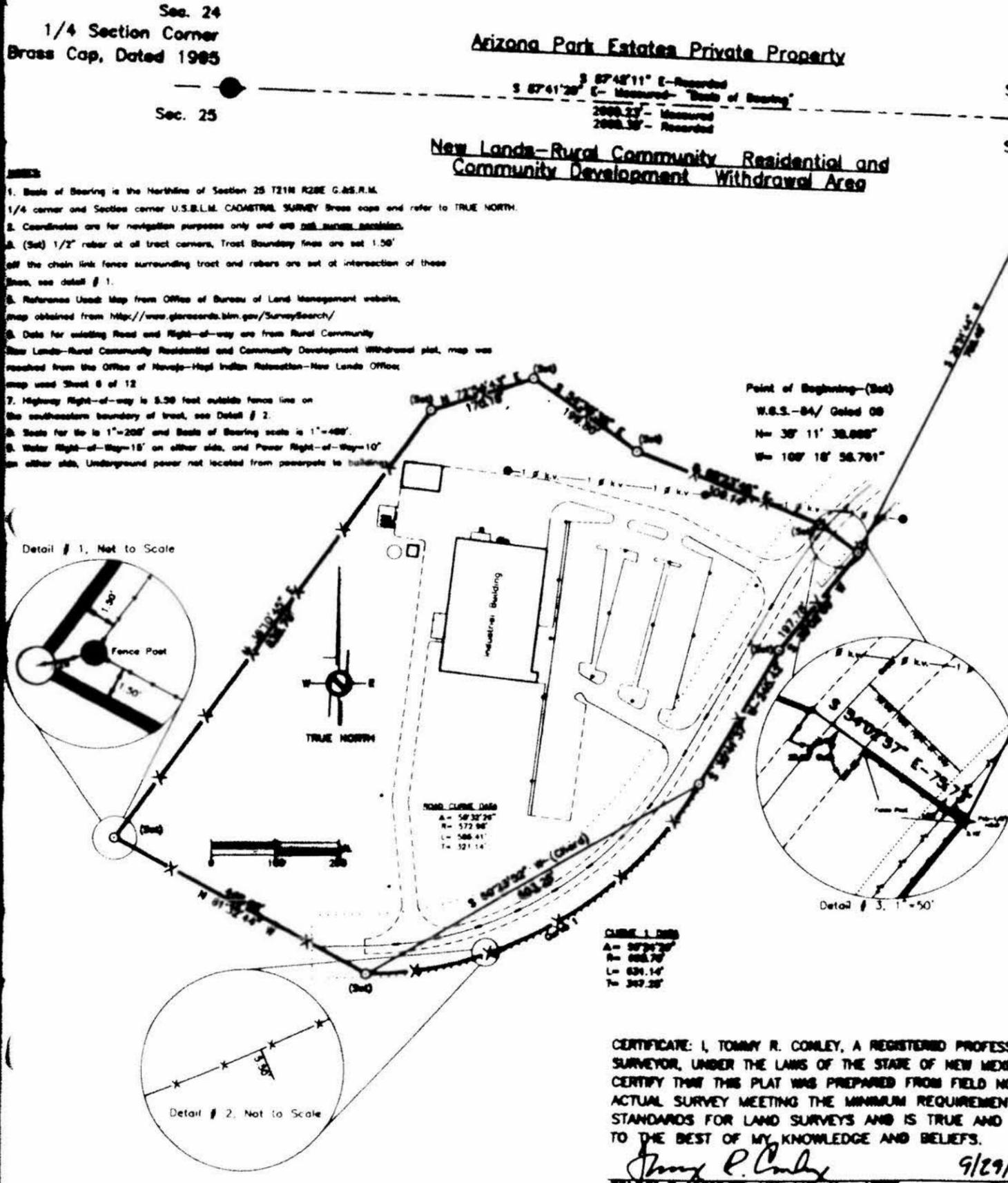
COMMENCE at the Northeast Corner of Section 25, T21N, R28E., a FOUND UNITED STATES BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY brass cap dated 1995.

- THENCE S 26° 51' 44" W, 758.40 feet to the POINT OF BEGINNING of the herein described parcel of land.
- THENCE S 39° 02' 09" W, 197.78 feet
- THENCE S 30° 41' 37" W, 245.42 feet
- THENCE Southwesterly along a curve concave to the northwest, having a radial bearing of S 58°30' 43" E, 608.70 feet, through a central angle of 59°24' 29", with an arc length of 631.14 feet
- THENCE N 61° 32' 44" W, 448.66 feet
- THENCE N 36° 10' 45" E, 835.79 feet
- THENCE N 72° 54' 43" E, 170.15 feet
- THENCE S 54° 39' 38" E, 199.80 feet
- THENCE S 68° 23' 45" E, 309.14 feet
- THENCE S 54° 02' 27" E, 75.73 feet

to the Point of Beginning.
As Being 14.10 acre(s), more or less, in area, and being subject to any and all existing easements for underground utilities located therein.

Surveyed September, 14 2010 by the Office of Navajo Hopi Indian Relocation, The Navajo Nation, Window Rock, Apache County, Arizona.

EXHIBIT "A"



T 21 N
R 28 E R 28 E
G.&S.R.M.

Sec. 24 Sec. 19

Sec. 25 Sec. 30

Section Corner
Fnd. Brass Cap, Dated 1995
W.G.S.-84/ Geoid 09
N= 35° 11' 45.297"
W= 109° 18' 52.633"

- Legend:**
- - 1/4 Corner, U.S.B.L.M. Brass cap, Dated 1995
 - - Section Corner, U.S.B.L.M. Brass cap, Dated 1995
 - - 1/2" Rebar-Set
 - - Pilecap
 - - Street Light
 - Property Boundary
 - Concrete walls and side walls
 - Edge of Asphalt
 - Powerline
 - Waterline
 - Power Line
 - Proposed centerline of road
 - Road Right-of-Way
 - - Proposed Tank
 - - Water tank
 - - Building



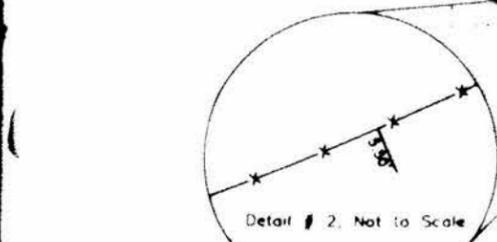
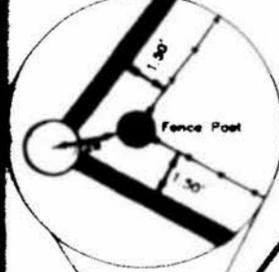
ONHIR		Rural Community Industrial tract
SURVEY BY:	DL	14.10 AC ± DISTRICT #18, NAVAJO INDIAN RESERVATION NE 1/4 OF SEC. 25, T21N, R28E, G.&S.R.M. SANDERS, APACHE COUNTY, ARIZONA
DRAWN BY:	DL	
APPROVED BY:	TC	
JOB NUMBER:	2594	
SCALE: 1=	200'	

CERTIFICATE: I, TOMMY R. CONLEY, A REGISTERED PROFESSIONAL LAND SURVEYOR, UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEFS.

Tommy R. Conley 9/29/10
TOMMY R. CONLEY, No. 4797 Date

- NOTES:**
1. Basis of Bearing is the Northline of Section 25 T21N R28E G.&S.R.M. 1/4 corner and Section corner U.S.B.L.M. CADASTRAL SURVEY Brass caps and refer to TRUE NORTH.
 2. Coordinates are for navigation purposes only and are not survey stations.
 3. (Set) 1/2" rebar at all tract corners, Tract Boundary lines are set 1.50' off the chain link fence surrounding tract and rebar is set at intersection of these lines, see detail # 1.
 4. Reference Used: Map from Office of Bureau of Land Management website, map obtained from <http://www.gloracads.blm.gov/SurveySearch/>
 5. Data for existing Road and Right-of-way are from Rural Community New Lands-Rural Community Residential and Community Development Withdrawal plot, map was received from the Office of Navajo-Hopi Indian Relocation-New Lands Office, map used Sheet 8 of 12
 6. Highway Right-of-way is 5.50 feet outside fence line on the southeastern boundary of tract, see Detail # 2.
 7. Scale for tie is 1"=200' and Basis of Bearing scale is 1"=400'.
 8. Water Right-of-Way=15' on either side, and Power Right-of-Way=10' on either side, Underground power not located from powerpole to building.

Detail # 1, Not to Scale



Point of Beginning-(Set)
W.G.S.-84/ Geoid 09
N= 35° 11' 38.088"
W= 109° 18' 58.701"

ROAD CURVE DATA
A= 59°32'24"
R= 572.98'
L= 548.41'
T= 521.14'

CURVE 1 DATA
A= 59°32'24"
R= 572.98'
L= 631.14'
T= 307.28'