

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
24th Navajo Nation Council --- First Year, 2019

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT COMMITTEE; APPROVING LEASE
MODIFICATION TO NOVATE LEASE NO. CH-96-103 FOR TOTAL RENAL CARE,
INC., TO A NAVAJO NATION LEASE TO BE GOVERNED BY NAVAJO NATION
BUSINESS SITE LEASE REGULATIONS

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Resources and Development Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. §500(A).
- B. The Resources and Development Committee of the Navajo Nation Council is empowered to grant final approval for non-mineral leases. 2 N.N.C. §501(B)(2).

SECTION TWO. FINDINGS

- A. Total Renal Care, Inc., dba Chinle Dialysis Four Corners Region, has requested that the Resources and Development Committee approve Lease Modification to Business Site Lease No. CH-96-103 such that it be governed by the Navajo Nation Business Site Lease Regulations. See **Exhibit C**.
- B. The Total Renal Care, Inc., dba Chinle Dialysis Four Corners Region Business Site Lease No. CH-96-103 is attached as **Exhibit B**.
- C. The Lease Modification for Total Renal Care, Inc., dba Chinle Dialysis Four Corners Region Business Site Lease No. CH-96-103 is attached as **Exhibit A**.
- D. The Executive Official Review Document No. 013036 is attached as **Exhibit D**.

SECTION THREE. APPROVAL

- A. The Navajo Nation hereby approves the Lease Modification to Novate Lease Total Renal Care, Inc., dba Chinle Dialysis Four Corners Region Business Site Lease No. CH-96-103, as set forth in the documents as **Exhibit A**, to be governed by Navajo Nation Business Site Lease Regulations.
- B. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute this Lease Modification to Novate and all other documents necessary to effectuate the intent of this resolution.

CERTIFICATION

I, hereby, certify that the following resolution was duly considered by the Resources and Development Committee of the 24th Navajo Nation Council at a duly called meeting at the Navajo Nation Council Chambers, Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 4 in favor, and 0 opposed, on this 30th day of October 2019.



Rickie Nez, Chairperson
Resources and Development Committee
of the 24th Navajo Nation Council

Motion: Honorable Thomas Walker, Jr.
Second: Honorable Wilson C. Stewart, Jr.

Chairperson Rickie Nez not voting.

**LEASE MODIFICATION**

THIS LEASE AMENDMENT No. one (1) to Lease No. CH-96-103 is made and entered into this _____ by and between the Navajo Nation, P.O. Box 9000, Window Rock, Navajo Nation (Arizona), 86515, hereinafter Lessor, TOTAL RENAL CARE INC., dba: Chinle Dialysis Four Corners Region, hereinafter Lessee, that Business Site Lease No. CH-02-213, be modified this ____ day of ____, 2019.

WHEREAS: on or about May 10, 1996, Lessor approved Lease No. CH-96-103 to TOTAL RENAL CARE, INC. for a term of 25 years.

WHEREAS: Lessee consents and agrees to be governed by the Navajo Nation Business Site Leasing Regulations of 2005 and desires to amend sections of the Lease No. CH-96-103 to eliminate the Secretary of Interior and has negotiated said amendments with Lessor.

NOW THEREFORE, it is hereby agreed by and between the Lessor and the Lessee that Lease No. CH-96-103 be amended and modified as follows:

1. First paragraph, Line 10, amend "as implemented by the regulations contained in 25 C.F.R. Part 162;" to read as "as implemented by the Navajo Nation Business Leasing of 2005 (hereinafter, "Tribal Regulations")
2. Section 1. Definition
(A.) amend "Secretary" means the Secretary of the Interior" to read "Lessor" means Navajo Nation"
3. Section 3. PURPOSE, UNLAWFUL USES
Amend paragraph 2, Line 4 "Lessor and the Secretary." to read "Lessor."
Amend paragraph 2, Line 6 "Lessor and the Secretary." to read "Lessor."
4. Section 4. TERM
Amend paragraph 1, Line 3 "approved by the Secretary" to read "approved by the Lessor"
Amend paragraph 2, Line 3 "approved by the Secretary" to read "approved by the Lessor"
5. Section 6. RENTAL
Amend paragraph 4, Line 2 "the Secretary" to read "the Lessor"
Amend paragraph 4, Line 4 "the Secretary" to read "the Lessor"
6. Section 8. PLANS AND DESIGNS
Amend paragraph 1, Line 2 "the Secretary" to read "the Lessor"
7. Section 11. RENTAL AND PERFORMANCE BOND
Amend paragraph 1, Line 1 "the Secretary" to read "the Lessor"
Amend paragraph 1, Line 3 "the Secretary" to read "the Lessor"
Amend paragraph 1, Line 5 "the Secretary" to read "the Lessor"
Delete paragraph 1, Line 6 "and the Secretary"
Delete paragraph 2, Line 11 "and the Secretary"
8. Section 12. CONSTRUCTION BOND
(A.) Amend, Line 3 "the Secretary" to read "the Lessor"
(B.) Amend, Line 1 "the Secretary" to read "the Lessor"
(B.) Amend Line 2 "the Secretary," to read "the Lessor"
(B.) Delete, Line 5 "and Secretary"
(B.) Delete, Line 14 "and the Secretary"
9. Section 13. SUBLEASE, ASSIGNMENT, MANAGEMENT AGREEMENT, TRANSFER
Delete paragraph 1, Line 8 "the Secretary"

- Delete paragraph 2, Line 9 "and the Secretary"
- Amend paragraph 3, Line 6 "the Secretary" to read "the Lessor"
10. Section 14. ENCUMBRANCE
- Delete paragraph 1, Line 4 "the Secretary"
- Delete paragraph 2, Line 7 "and the Secretary"
- Delete paragraph 3, Line 2 "and the Secretary"
- (1.) Delete, Line 6 "the Secretary,"
- (1.) (b) Amend paragraph 1, Line 3 "Secretary" to read "Lessor"
- (1.) (b) Delete paragraph 3, Line 16 "and the Secretary"
- (2.) Delete paragraph 1, Line 6 "and the Secretary"
- (2.) (b) amend paragraph 1, Line 3 "Secretary" to read "Lessor"
- (2.) (b) delete paragraph 3, Line 16 "and the Secretary"
11. Section 15. LIENS, TAXES, ASSESSMENT, UTILITY CHARGES
- Delete, Line 17 "the Secretary"
12. Section 16. LESSOR'S PAYING CLAIMS
- Delete, Line 4 "or Secretary"
13. Section 19. PUBLIC LIABILITY INSURANCE
- Delete, Line 13 "and the Secretary"
14. Section 20. FIRE AND DAMAGE INSURANCE
- Delete, Line 10 "and the Secretary"
- Delete, Line 13 "and the Secretary"
- Delete, Line 26 "and the Secretary"
15. Section 22. DEFAULT
- Amend, Line 5 "Secretary" to read "Lessor"
- Delete, Line 8 "or the Secretary"
- (B.) delete, Line 7 "and the Secretary"
- (B.) delete, Line 19 "or the Secretary"
- (C.) delete, Line 9 "or the Secretary"
16. Section 23. ATTORNEY'S FEES
- Delete, Line 3 "or the Secretary"
17. Section 28. PAYMENTS AND NOTICES
- Amend, Line 9 "Secretary." to read as "Lessor."
- Delete, Line 9-10 "at Navajo Bia Area Office, P.O. Box 1060, Gallup, NM 87305-1060"
18. Section 29. INSPECTION
- Delete, Line 1 "Secretary and"
19. Section 33. MINERALS
- Amend, Line 9 "Secretary" to read "Lessor"
20. Section 36. VALIDITY
- Amend, Line 3 "Secretary" to read "Lessor"

All other terms and conditions, not specifically set forth herein, for Business Site Lease No. CH-96-103 shall remain in full force and effect.

IN WITNESS THEREOF:

TOTAL RENAL CARE, INC.

SURETY

Lessee(s)

Date

NAVAJO NATION, LESSOR

By: _____
President/Vice President

Date: _____



Acting Stallan 5-9-96
Chen 5-9-96

LEASE NO.: CH-96-103
LEASE FEE: \$75.00

L E A S E

THIS LEASE, in sextuplicate, is made and entered into this 22nd day of March 1996 by and between THE NAVAJO NATION, hereinafter called Lessor, whose address is Post Office Box 308, Window Rock, Navajo Nation (Arizona) 86515, and TOTAL RENAL CARE, INC., dba: Chinle Dialysis Facility, hereinafter called the Lessee, whose address is Four Corners Region, 817 West Broadway, Suite 104, Farmington, New Mexico 87401, in accordance with the provisions of 25 U.S.C., Sections 415 and 635, as implemented by the regulations contained in 25 CFR Part 162, and any amendments thereto relative to business leases on restricted lands which by this reference are made a part hereto.

1. DEFINITIONS

A. "Secretary" means the Secretary of the Interior or his authorized representative, delegate, or successor.

B. "Hazardous Substances" means and includes but is not limited to asbestos, polychlorinated biphenyls (PCBs), lead-based paints, any petroleum products, including crude oil or any fraction of it, and any natural gas liquids, synthetic gas and liquefied natural gas.

2. LAND DESCRIPTION

For and in consideration of the rents, covenants, and agreements hereinafter set out, the Lessor hereby leases to the Lessee the following described premises:

TOTAL RENAL CARE, Inc.

A parcel of land located in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 30, Township 32 North, Range 26 East, Gila and Salt River Meridian, Apache County, Arizona, situate in the Chinle area and being more particularly described as follows:

Beginning at the East corner of said parcel, a point which bears South 7°05'37" West a distance of 114.98 feet from the Northeast corner (1992 B.L.M. Brass Cap) of said Section 30

Thence; South 48°32'47" West, 400.88 feet

Thence; North 41°55'03" West, 169.75 feet, a point common with the Chinle Transportation Tract

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Thence; North 48°10'53" East, 210.49 feet parallel with and adjoining the Southeasterly line of the Chinle Transportation Tract

Thence; South 89°43'02" East, 257.00 feet parallel with and adjoining the Southerly line of the Navajo Communication Company, Incorporated Tract to Point of Beginning.

Being 1.20 acres, more or less, in area and being subject to any and all existing easement or reservation of record.

Refer to attached plat of survey entitled, "TOTAL RENAL CARE, Inc. Business Site Tract" dated 9/6/95, certified by Jerry J. House, for additional details.

All of the above land is located in Chinle, County of Apache State of Arizona, subject to any prior, valid, existing rights-of-way. There is reserved from the perimeter of the demised premises a right of way for utilities constructed by or on authority of the Lessor.

3. PURPOSE, UNLAWFUL USES

Lessee shall develop, use and operate the leased premises for the following purposes only:

To Operate Dialysis Facility and offices.

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, except with the prior written consent of Lessor and the Secretary, which consent may be withheld, granted, or granted upon conditions, in the sole discretion of Lessor and the Secretary.

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. TERM

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

Lessee may for any reason terminate this Lease on the tenth, fifteenth and twentieth year anniversaries from the date this Lease is approved by the Secretary, by giving six months written notice to the Lessor.

5. CONDITION OF LEASED PREMISES

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 United States prior to or at the time of execution of this Lease and Lessee has not relied on any warranty or representation made by or for Lessor or the United States, but solely upon Lessee's independent investigation. The independent investigation shall include an environmental site assessment which provides the Lessee with knowledge of the environmental status of the leased premises, including the status of the underground storage tanks and/or other hazardous materials.

6. RENTAL

The Lessee, in consideration of the foregoing, covenants and agrees to pay in advance in lawful money of the United States of America to the Controller of the Navajo Nation, for use and benefit of the Lessor, the following amounts as Guaranteed Minimum Annual Rental (GMAR) hereunder:

First through Fifth Lease Years: Seven Thousand Five Hundred Dollars (\$7,500.00)

Sixth through Tenth Lease Years: Ten Thousand Dollars (\$10,000.00)

Eleventh through Fifteenth Lease Years: Twelve Thousand Five Hundred Dollars (\$12,500.00)

Sixteenth through Twentieth Lease Years: Fifteen Thousand Five Hundred Dollars (\$15,500.00)

Twenty-first through Twenty-fifth Lease Years: Eighteen Thousand Five Hundred Dollars (\$18,500.00)

The Lessee must make monthly rental payments in advance equal to at least one-twelfth of the aforementioned minimum annual rental not later than the tenth (10th) day after the first day of the month for which the rental is due. All rental shall be deposited with the Controller of the Navajo Nation.

Rental unpaid ten (10) days after the due date shall bear interest at five percent (5%) per annum, in excess of the prime rate of interest as published by the Wall Street Journal, from the date it becomes due until paid, but this provision shall not be construed to relieve the Lessee from any default in making any rental payment at that time

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and in the manner herein specified. The rents called for hereunder shall be paid without prior notice or demand.

While the leased premises are in trust or restricted status, the Secretary may in his discretion suspend the direct rental payment provisions of this Lease, in which event the rental shall be paid to the Secretary or his authorized representative.

In the event a sublease, assignment, management agreement or transfer of this Lease or any right to or interest in this Lease or any improvements on the leased premises shall be entered into, the rent and other terms of this Lease shall be subject to renegotiation and the provisions of Section 13 of this Lease.

7. IMPROVEMENTS

The Lessee, in consideration for the granting of this Lease, covenants and agrees that Lessee will construct a 5,400 square foot dialysis facility at a cost of and having a reasonable value of \$425,000.00 or more. 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, who may require Lessee, at Lessee's expense, to remove improvements and restore the premises to its original state upon termination of this Lease. 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.

Any hazardous materials or petroleum product manufacturing, processing, surface storage, underground storage tank system, or conveyance facilities placed on the leased land are the property of the Lessee who installed them, unless specifically stipulated to revert to the Lessor or another party (Tribe, BIA, U.S. Government, or a subsequent tenant). Within a reasonable time frame, stipulated in the Lease, prior to vacating of the property the Lessee shall remove any of the above improvements, assess the site for potential contamination,

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remediate any contamination discovered, and address any third party damages which may have occurred, unless otherwise stipulated in the Lease. Should any of the above activities extend past the termination date of the Lease, the Lessee shall still be financially responsible for completing these activities, and shall be required to post a bond to ensure that the activities are completed after termination of the Lease.

8. PLANS AND DESIGNS

Within one hundred eighty (180) days from the date this Lease is approved by the Secretary, Lessee shall submit to Lessor for approval, a general plan and architect's design for the complete development of the entire leased premises, together with a phased program, by specific areas, of the developments included as a part of the general plan. Approval or disapproval of the general plan, architect's design or phased development programs shall be within the sole discretion of Lessor. Lessor's review of all plans or specifications pursuant to this Section is solely to protect the interests of the Lessor in the leased premises and the Lessor shall not be the guarantor of, nor be responsible for, the accuracy or correctness of any such plans. No change will be made in the general plan, architect's design, plots, surveys, or specifications without the consent of Lessor. Approval of the general plan, architect's design, and/or a phased program of development shall in no way be deemed a waiver of the requirements of applicable Tribal law and Lessee shall comply with all applicable Tribal laws and regulations. Upon completion of the proposed improvements the Lessee shall provide the Lessor "as built" drawings depicting the improvements as a completed structure.

9. COMPLETION OF DEVELOPMENT

The Lessee shall complete the full improvement and development of the leased premises in accordance with the general plan and architect's design, submitted in accordance with Section 8 above, within 12 months from the beginning date of the term of this Lease. If Lessee fails to complete full development within such period, such failure shall constitute a breach of the terms of this Lease and shall be cause for cancellation.

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 lock out occurs, war or rebellion ensues, or some event unquestionably beyond Lessee's power to control, the

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period of delay so caused shall be added to the period limited herein for the completion of such work.

10. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION

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 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 to the satisfaction of Lessor. 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. Lessee shall have the right during the term of this Lease to make limited alterations, additions or repairs to improvements on the premises in an amount not to exceed \$6,000 per year. Alterations, additions or repairs in excess of the above amount or any removal or demolition of an improvement shall not be made without the prior written approval of Lessor. Lessee shall indemnify and hold harmless the Lessor and the United States Government against liability for all claims arising from Lessee's failure to maintain said premises and the improvements thereon as hereinabove provided, or from Lessee's non-observance of any law, ordinance or regulation applicable thereto.

11. RENTAL AND PERFORMANCE BOND

Upon approval of this Lease by the Secretary, Lessee agrees to post a corporate surety bond or other security acceptable to Lessor and the Secretary in a penal sum of \$16,000.00, which bond shall be deposited with the Secretary and shall remain in force for the full term of this Lease, at the discretion of Lessor and the Secretary.

It is understood and agreed that bond or security required by this Section will guarantee performance of the contractual obligations under this Lease, and that a corporate surety bond may be furnished annually or may be continued from year to year by a certificate of renewal, copy of which certificate shall be furnished the Secretary by Lessee. If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency in the value of the bonds. Interest on said U.S. Treasury Bonds shall be paid to Lessee. Should waiver of bond or security be granted

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during the term of this Lease, Lessor and the Secretary reserve the right to request that Lessee furnish bond or security at a later date and Lessee hereby agrees to comply with said request.

12. CONSTRUCTION BOND

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. 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:

A. Posting a corporate surety bond in an amount equal to the cost of each improvement, said bond to be deposited with the Secretary and to remain in effect 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.

B. Depositing in escrow with the Secretary or an institution acceptable to the Secretary and Lessor, negotiable United States Treasury Bonds, or cash, or furnishing a non-revocable letter of credit satisfactory to Lessor and Secretary 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 his 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 his 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 his construction contractor.

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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 the difference between the amount of the loan and the total cost of the improvement.

13. SUBLEASE, ASSIGNMENT, MANAGEMENT AGREEMENT, TRANSFER

Notwithstanding the provisions of 5 N.T.C. Section 2313(c), Lessee shall not sublease, assign, place under a management agreement, 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, or sell, assign or transfer more than forty-nine percent (49%) of the corporate stock of any corporation named as Lessee without the written approval of Lessor, the Secretary and sureties, if any, and no such sublease, assignment, sale, amendment or transfer shall be valid or binding without such approval, and then only upon the condition that the Sublessee, assignee or other successor in interest, excepting an approved encumbrancer, shall agree in writing to be bound by each and all of the covenants and conditions of this Lease. Should Lessee attempt to make any such sublease, assignment, sale, amendment, or transfer, except as aforesaid, such action shall be deemed a breach of this Lease, excepting that an encumbrancer, as herein set forth, may enforce his rights in the manner hereinafter provided. Approval of one sublease, assignment, sale, amendment or transfer shall not validate a subsequent sublease, assignment, sale, amendment or transfer, and the restrictions of this Section shall apply to each successive sublease, assignment, sale, amendment or transfer hereunder and shall be severally binding upon each and every Sublessee, assignee, transferee and other successor in interest of the Lessee, excepting an encumbrancer.

For purposes of this Section, the creation of any partnership, corporation, joint venture, management agreement or any other arrangement under which any person or entity, other than Lessee is entitled to share in profits derived directly or indirectly from the leased premises or activities carried out thereon, shall be considered a sublease or assignment of this Lease, and therefore shall require the approval of Lessor and the Secretary.

Approval or disapproval of any sublease, assignment, management agreement, or transfer, for any purpose whatsoever, by the Lessee shall be within the sole discretion of Lessor. Approval of any sublease,

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assignment, management agreement, or transfer is subject to the approval of the Secretary. Lessor reserves the right to adjust the rental provisions of this Lease upon any sublease, assignment or transfer.

14. ENCUMBRANCE

This Lease, or any right to or interest in this Lease or any of the improvements on the leased premises, may not be encumbered without the written approval of the Lessor, the Secretary and sureties and no such encumbrance shall be valid without said approval.

An encumbrance must be confined to the leasehold interest of the Lessee or the subleasehold interest of a Sublessee, and shall not jeopardize in any way the Lessor's interest in the land. Lessee agrees to furnish as requested any financial statements or analyses pertinent to the encumbrance that the Lessor and the Secretary may deem necessary to justify the amount, purpose and terms of said encumbrance.

"Approved encumbrance" herein shall mean an encumbrance approved by the Secretary, the Lessor, and sureties, if any, in the manner provided herein. "Encumbrancer" herein shall mean the owner and holder of an approved encumbrance.

1. An encumbrancer of any Sublease, in the event of default by Sublessee of the terms of an approved encumbrance, may exercise any rights provided in such approved encumbrance, provided that before any sale of subleasehold, whether under power of sale or foreclosure, the encumbrancer shall give to Lessor, the Secretary, and Lessee hereunder notice of the same character and duration as is required to be given to the Sublessee by the encumbrancer and/or by applicable law.

If notice of such sale shall be given and the defaults of any of them upon which such notice of sale is based shall then continue, Lessor, if Lessee fails to act, shall have the following rights which may be exercised at any time prior to the completion of sale proceedings.

(a) To pay the encumbrancer the full unpaid principal amount of the approved encumbrance, plus unpaid interest accrued to the date of such payment, plus foreclosure or sale costs incurred to the date of such payment.

(b) To execute in favor of the encumbrancer a promissory note and a new encumbrance, which new encumbrance must be approved by the Secretary, for the full unpaid principal amount of the approved encumbrance,

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plus unpaid interest accrued to the date of such execution plus sale expenses incurred to the date of such execution, upon the same terms and conditions as originally provided by the approved encumbrance, and delivering to the encumbrancer a policy of title insurance in the face amount of such promissory note issued by a reputable title insurance company, and insuring that the new encumbrance is a first lien upon the subleasehold described in said sublease subject only to current taxes and to conditions, restrictions, and reservations of record at the time of recording the approved encumbrance.

If Lessee or Lessor exercises either of the above rights, all of the rights, title, and interest of the Sublessee and encumbrancer in the sublease shall automatically terminate on the same date the right is exercised and Lessee or Lessor shall, on the same date, acquire the subleasehold; however, the acquisition of the subleasehold by Lessee or Lessor under these circumstances shall not serve to extinguish the sublease by merger with the Lease or otherwise.

In the event Lessee or Lessor does not avail itself of the above rights and any sale under the approved encumbrance occurs, whether by power of sale or foreclosure, the purchaser at such sale shall succeed to all of the rights, title, and interest of the Sublessee in the subleasehold covered by said encumbrance. It is further agreed that if the purchaser at such a sale is the encumbrancer, the encumbrancer may sell and assign the subleasehold without any further consent, provided that the assignee shall agree in writing to be bound by all the terms and conditions of the sublease. If the encumbrancer is the purchaser, it shall be required to perform the sublease only so long as it retains title thereto. If a sale under the approved encumbrance occurs and the purchaser is a party other than the encumbrancer, approval by Lessor and the Secretary of any assignment will be required and said purchaser, as successor in interest to the Sublessee, shall be bound by all the terms and conditions of the sublease and will assume in writing all the obligations thereunder.

2. In the event of default by the Lessee of the terms of an approved encumbrance, the encumbrancer may exercise any rights provided in such approved encumbrance, provided that before any sale of the leasehold, whether under power of sale or foreclosure, the encumbrancer shall give to Lessor and the Secretary notice of the same character and duration as is required to be given Lessee by such encumbrance and/or by applicable law. If notice of such sale be given, and the defaults of any of them upon which notice of sale is based shall then continue, Lessor shall have the following rights which may be

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exercised at any time prior to the completion of sale proceedings:

(a) To pay to the encumbrancer the full unpaid principal amount of the approved encumbrance plus unpaid interest accrued to the date of such payment, plus sale costs incurred to the date of such payment.

(b) To execute in favor of the encumbrancer a promissory note and a new encumbrance, which new encumbrance must be approved by the Secretary, for the full unpaid principal amount of the approved encumbrance, plus unpaid interest accrued to the date of such execution, plus sale expenses incurred to the date of such execution, upon the same terms and conditions as originally provided by the approved encumbrance, and delivering to the encumbrancer a policy of title insurance in the face amount of such promissory note, issued by a reputable title insurance company, and insuring that the new encumbrance is a first lien upon the property described in this Lease subject only to current taxes and to conditions, restrictions and reservations of record at the time of recording the new encumbrance.

If Lessor exercises either of the above rights, all rights, title and interest of Lessee in the Lease shall terminate and Lessor shall acquire the Lease; provided, however, that such termination shall not relieve the Lessee from any obligation or liability which had accrued prior to the date of termination. Acquisition of the Lease by Lessor under these circumstances shall not serve to extinguish the Lease by merger or otherwise.

In the event Lessor does not avail itself of the rights set forth in this Section and any sale under the approved encumbrance occurs, whether by power of sale or foreclosure, the purchaser at such sale shall succeed to all of the rights, title, and interest of the Lessee in the leasehold estate covered by said approved encumbrance. It is further agreed that if the purchaser at such sale is the encumbrancer, the encumbrancer may sell and assign the leasehold interest without any further consent, provided that the assignee shall agree in writing to be bound by all the terms and conditions of this Lease. If the encumbrancer is the purchaser, it shall be required to perform this Lease only so long as it retains title thereto. If a sale under the approved encumbrance occurs and the purchaser is a party other than the encumbrancer, approval by Lessor and the Secretary of any assignment will be required and said purchaser, as successor in interest to the Lessee, shall be bound by all the terms and conditions of this Lease and will assume in writing all the obligations thereunder.

15. LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES

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. 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. Upon request Lessee shall furnish Lessor and the Secretary 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, the Secretary 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. In addition to the rents, taxes and other charges herein described, Lessee shall pay charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises.

16. LESSOR'S PAYING CLAIMS

Lessor shall have the option to pay any lien or charge payable by Lessee under this Lease, or settle any action therefor, if the Lessee after written notice from the Lessor or Secretary fails to pay or to post bond against enforcement. All costs and other expenses incurred by Lessor in so doing shall be paid to Lessor by Lessee on demand, with interest at the rate of five percent (5%) per annum in excess of the prime rate of interest as published by the Wall Street Journal from the date of Lessor's payment until repayment is made. Failure to make such repayment on demand shall constitute a breach of this Lease.

17. SANITATION

Lessee hereby agrees to comply with all applicable sanitation codes, requirements, or laws which may be related to the purpose of this document as set forth in Section 3 hereinabove. Such compliance shall specifically include, but not be limited to, the sanitary regulations

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of the U.S. Public Health Service. Lessee further agrees to at all times maintain the entire premises in a safe, sanitary condition, presenting a good appearance both inside and out in all buildings operated on the leased premises.

Lessee further agrees to comply with applicable Federal, State, Navajo Nation or local laws, statutes, ordinances or regulations, court or administrative orders or decrees pertaining to environmental matters or hazardous substances. No materials shall be maintained or located on the premises that would violate any environmental requirements or give rise to liability for hazardous substances (including, without limitation, solid wastes, toxic materials, radon, asbestos and oil) or that would require special handling in collection, storage, treatment, or disposal.

18. HAZARDOUS SUBSTANCES

Lessee shall not cause or permit any hazardous substance to be used, stored, generated or disposed of on or in the premises without first obtaining Lessor's written consent. If hazardous substances are used, stored, generated or disposed of on or in the premises except as permitted above, or if the premises become contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the 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 tenant. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by the federal government or Navajo Nation. Without limitation of the foregoing, if Lessee causes or permits the presence of any hazardous substance on the premises and such results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing prior to the presence of any such hazardous substance on the premises. Lessee shall first obtain Lessor's approval for any such remedial action.

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19. PUBLIC LIABILITY INSURANCE

At all times during the term of this Lease, Lessee shall carry a public liability insurance policy in the amount of \$500,000.00 for personal injury to one person and \$1,000,000.00 per occurrence, and \$200,000.00 for property damage. Said policy shall be obtained from a reliable insurance company licensed to do business in the State in which the leased premises are located and shall be written jointly to protect Lessee, Lessor and the United States of America and shall provide for notification to Lessor prior to any cancellation or non-renewal of said policy for any reason including non-payment of premiums. A copy of said policy shall be furnished Lessor and the Secretary. There shall be a periodic review, at not less than five (5) year intervals, of all insurance policies and coverage amounts held under this Lease. The review shall give consideration to the economic conditions at the time and may result in adjustment of the type of insurance coverage or the amounts of any coverage whenever, in the discretion of Lessor, such adjustment is necessary for the protection of Lessor or the United States. Neither Lessor nor the United States Government, nor their officers, agents or 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, or by any defect in any structure existing or erected thereon, or arising from any 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 the United States Government and agrees to hold Lessor and the United States Government 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.

20. FIRE AND DAMAGE INSURANCE

Lessee, shall, from the date of approval of this Lease, carry fire and casualty insurance with extended coverage endorsement covering not less than full insurable value of all improvements on the leased premises. Said policy shall be obtained from a reliable insurance company licensed to do business in the State in which the leased premises are located, and shall be written jointly to protect Lessee, Lessor and the United States of America and shall provide for notification to the Lessor and the Secretary prior to any change in said policy or any cancellation or non-renewal of said policy for any reason,

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including non-payment of premiums. A copy of said policy shall be deposited with Lessor and the Secretary. 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 be pursued diligently. Insurance proceeds shall be deposited in an escrow account with an institution approved by Lessor and the Secretary. 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.

In the event of damage to the extent of seventy-five (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. Lessee shall not be charged rent during the period of debris removal unless Lessee occupies the leased premises beyond the Lease termination date, after which the Lessee will be charged hold over rental as provided in Section 30. In the event Lessee does not reconstruct, all insurance proceeds shall be paid to Lessor.

Any encumbrancer shall be named as a beneficiary under all insurance policies required by this paragraph and in the event of loss or damage to the buildings on the leased property while an approved encumbrance remains unpaid, the amount of such loss or damage (but not exceeding the

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remaining balance of the approved encumbrance) shall be paid to the encumbrancer on the condition that the encumbrancer agrees to comply with the reconstruction obligations set forth herein. If such amount paid to the encumbrancer is sufficient to repair the loss or damage with respect to which it was paid, or if Lessor or Lessee shall within three (3) months after such payment by the insurer to the encumbrancer deposit with the encumbrancer enough money to completely repair the loss or damage, when added to the amount paid by the insurer to the encumbrancer, the encumbrancer shall, upon written order of Lessor or Lessee, pay such monies for such repair, and it shall not be deemed a payment or credit on the encumbrance; but otherwise, at the expiration of such three (3) months said sum so paid by the insurer to the encumbrancer shall be applied and credited upon the approved encumbrance. It is understood and agreed that nothing stated herein shall relieve Lessee of its obligation to repair and/or replace the damaged improvement to a condition as good or better than before the damage occurred.

21. 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 premises or part thereof taken shall forthwith cease and terminate. All compensation awarded by reason of the takings of leased land and any taking of or injury to the buildings or improvements located thereon shall be awarded to the Lessee and the Lessor as their interests appear at the time of such taking provided that, Lessee's right to such awards shall be subject to the rights of an encumbrancer to receive such awards as set out in an approved encumbrance. The rental thereafter payable hereunder to the remainder of the terms of this Lease shall be reduced in the proportion that the value of the entire premises is reduced by such taking or condemnation.

22. DEFAULT

Time is declared to be of the essence of this Lease. Should Lessee default in any payment of monies when due, fail to post bond or be in violation of any other provision of this Lease, said violation may be acted upon by the Secretary in accordance with Title 25, Chapter 1, Part 162 of the Code of Regulations or any amendments thereto. In addition to the rights and remedies provided by the aforementioned regulations, Lessor or the Secretary may exercise the following options upon Lessee's default;

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A. Collect, by suit or otherwise, all monies as they become due hereunder, or enforce, by suit or otherwise, Lessee's compliance with all terms of this Lease, or

B. Re-enter the premises and remove all persons and property therefrom, excluding the property belonging to authorized Sublessees, 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 terminate the Lease thereafter, and without invalidating any right of Lessor and 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 attorney's fees and any 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 monthly when due, any deficiency and Lessor or the Secretary may sue thereafter as each monthly deficiency shall arise; or

C. Take any other action deemed necessary to protect any interest of Lessor.

No waiver of a breach of 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.

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

If any approved encumbrancer shall give Lessor, before any default shall have occurred in this Lease, a written notice containing the name and address and the interest in the premises of such encumbrancer, Lessor shall thereafter give to such encumbrancer a copy of each notice of default by Lessee at the same time as such notice of default shall be given by Lessor to Lessee. Lessor shall accept such encumbrancer's performance of any of Lessee's covenants or other obligations under this Lease, with the same force and effect as though performed by Lessee. Upon providing such written notice, the encumbrancer shall have standing to pursue any appeals, permitted by applicable federal statute and regulation that Lessee would be entitled to pursue. Further, Lessor shall not terminate the Lease if an encumbrancer has commenced and is diligently pursuing a foreclosure action to terminate Lessee's interest in said

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Lease and has cured or is taking action to cure the breach that is the cause of the termination.

23. 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 provisions of this Lease.

24. 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 Landlord and Tenant.

25. TERMINATION OF FEDERAL TRUST

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

26. OBLIGATIONS OF LESSEE

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

27. 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 an assignment to Lessor of any and all such subleases and/or subtenancies.

28. PAYMENTS AND NOTICES

All notices, payments, and demands, shall be sent to the parties hereto at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. Notices and demands shall be sent by certified mail return-receipt requested. Service of any notice or demand shall be deemed complete ten (10) days after mailing or on the date actually received, whichever occurs first. Copies of all notices and demands shall be sent to

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the Secretary or his authorized representative at Navajo BIA Area Office, P.O. Box 1060, Gallup NM 87305-1060.

29. INSPECTION

The Secretary and Lessor and their 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.

30. 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 hereunder or in or to the leased premises. Lessee agrees to pay as hold over rental a daily rental computed at the rate of double the daily rental charged during the year immediately preceding termination of the Lease, from the day following the termination date of the Lease until Lessee vacates the premises.

31. DELIVERY OF PREMISES

At the termination 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. Lessee shall, upon the written request of Lessor, provide Lessor an environmental audit/assessment at least sixty (60) days prior to delivery of said premises.

32. 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 NTC Section 601 et seq. ("NPEA"), and the Navajo Nation Business Preference Law, 5 NTC Section 201 et seq. ("NNBPL"). 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 NNBPL.

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33. MINERALS

All minerals and sand and gravel contained in or on leased premises, in whatever concentration are hereby reserved for the use of Lessor, together with the right of Lessor or its authorized agents or representatives at any time, to enter upon the land and prospect for, mine, and remove same, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee; said compensation to be determined by the Secretary.

34. LEASE BINDING

This Lease and the covenants, conditions and restrictions hereof shall extend to and be binding upon the successors, heirs, assigns, executors, and administrators of the parties hereto.

35. 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 herefrom, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

36. VALIDITY

This Lease, and any modification of or amendment to this Lease, shall not be valid or binding upon either party hereto until approved by the Secretary.

37. USE OF NAVAJO PRODUCED GOODS AND SERVICES

Lessee agrees to make all purchases of materials, equipment, goods, services and transportation from Navajo owned businesses as required by Navajo law.

38. 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.

96-949-062

39. JURISDICTION AND GOVERNING LAW

The laws of the Navajo Nation and applicable laws of the United States shall govern the construction, performance and enforcement of this Lease. Lessee, Lessee's employees, agents and successors in interest hereby consent to the jurisdiction of the courts of the Navajo Nation. Lessee agrees that any action or proceeding brought by Lessee against Lessor in connection with or arising out of the terms and provisions of this Lease shall be brought only in the Courts of the Navajo Nation, and no such action or proceeding shall be brought by Lessee against Lessor in any court of the state in which the leased premises are located. Nothing herein shall prevent the Lessee's employees, agents and successors in interest from enjoying rights and privileges granted them by applicable federal law.

40. SOVEREIGN IMMUNITY

Nothing in this Lease shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.

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IN WITNESS WHEREOF, the parties hereto have set their hands.

TOTAL RENAL CARE, INC., LESSEE

BY: Lois Mills

TITLE: U.P. Operations

DATE: 3-22-96

THE NAVAJO NATION, LESSOR

BY: Amey H
President, Navajo Nation

DATE APPROVED: April 4, 1996

APPROVED: MAY 10 1996

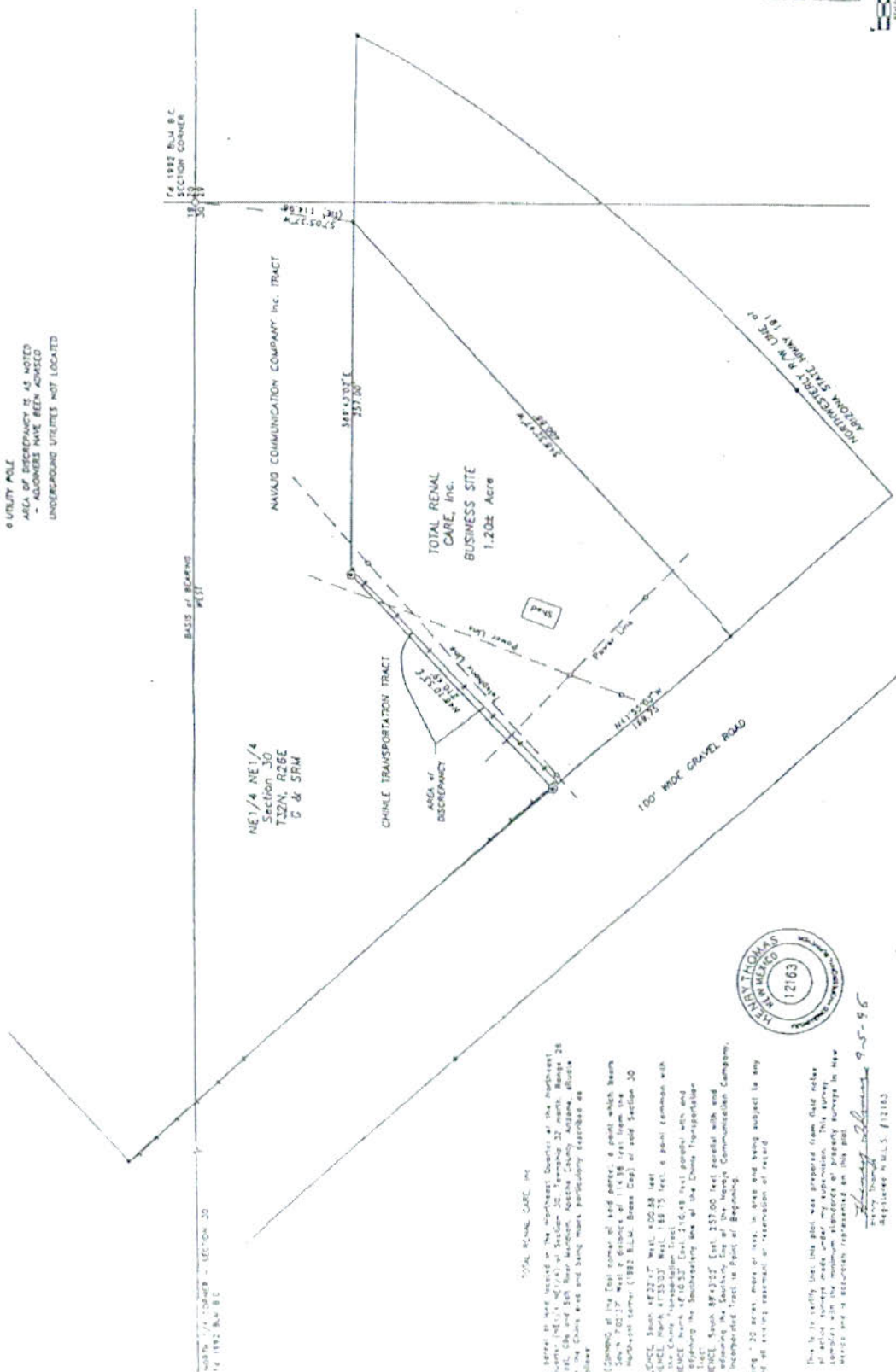
Acting

Eric H. Beck
Area Director
BUREAU OF INDIAN AFFAIRS

Approved: Pursuant to Secretary Redlegation
Order 209 DM 8, Secretary's Order Nos. 3150 and
3177, and 10 BIAM Bulletin 13, as amended.

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- SET 1/2" x 20" REBAR WITH PLASTIC CAP NW 112163
- FOUND IRON PIN - ACCEPTED
- FOUND IRON PIN
- UTILITY POLE

[illegible]

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Figure 2.20 shows a graph of $\log_{10} \lambda$ vs. $\log_{10} \nu$ and $\log_{10} \nu$ vs. $\log_{10} \lambda$ for the same data. The data points are plotted as open circles. The solid lines represent the linear fits to the data. The dashed lines represent the linear fits to the data after removing the points at $\log_{10} \nu = 0$ and $\log_{10} \lambda = 0$. The solid lines are labeled $\log_{10} \lambda = 0$ and $\log_{10} \nu = 0$. The dashed lines are labeled $\log_{10} \lambda = 0$ and $\log_{10} \nu = 0$.

There is a cavity (see) this plot was prepared from field notes of aerial survey made under my supervision. This survey coincides with the minimum signature of property surveys in this area and is accurately represented on this plot.

Very Dear
Registered in U.S. #12183

and that we generally acquire it from our
own knowledge, or from information all over the world, and
not from any particular source, as the primary source of
it is the only one that can be said to be the source of
it.

RED VALLEY SURVEY No. 10, 11, 12 Sec. 10, 11, 12 T2S R2E S22	<p>1.264 Acres</p> <p>District 10 - Navajo Indian Reservation MC1/4 NE1/4 Section 30, T32N, R21E, G25SW Chinle, Apache County, Arizona</p>
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96-979-062



June 21, 2019

VIA EMAIL AND REGULAR MAIL

Mr. Anthony Little
Program Manager
Chinle Regional Business Development Office
P.O. Box 565
Chinle, Arizona 86503
chinle_rbd@yahoo.com

RE: Lease No. CH-96-103, Chinle Dialysis Facility dated March 22, 1996 ("Lease") by and between The Navajo Nation (the "Nation") and Total Renal Care, Inc. ("DaVita") for property located on US Highway 191, Chinle, Arizona ("Property")

Dear Mr. Little:

Please accept this letter as a request to novate the Lease. In addition, because the Lease will expire by its terms on May 9, 2021, DaVita also desires to discuss the terms of an extension of the Lease during the novation process.

By letter dated June 3, 2019, DaVita described and requested consent for certain upgrades at the existing dialysis facility. Given the nature and necessity of these upgrades, we kindly request that the Nation proceed with the novation process as expeditiously as possible.

Please let me know as soon as you are able regarding the next steps in the novation process. If you have any questions, please do not hesitate to contact me at (720) 925-3223.

Sincerely,

DocuSigned by:
A handwritten signature in blue ink that reads "Spencer Malley".
4F2F2106FD88468...

Spencer Malley
Corporate Counsel
Total Renal Care, Inc.

cc: Mr. Anslem Harvey Sr. EDS
Sean Graham
Dave Miller
Rishi Parikh
Niccole L. Sacco



NAVAJO NATION CORPORATION CODE

CERTIFICATE OF GOOD STANDING

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

I, the Director of the Business Regulatory Department, DO HEREBY
CERTIFY that ***CHINLE DIALYSIS, TOTAL RENAL CARE, ***
FOUR CORNERS DIALYSIS LLC
File Number: 100725

a Corporation organized under the laws of the Navajo Nation Corporation Act,
did incorporate on December 31, 2002.

I FURTHER CERTIFY that this corporation has filed all affidavits and
annual reports and has paid all annual filing fees required to date and, therefore,
is in good standing within the Navajo Nation.



IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the official seal
of the Navajo Nation Corporation Code.
Done at Window Rock, the Capital of the
the Navajo Nation, this 27th
day of June, 2018 A.D.

Beverly J. Coho *EPah*
Director, Business Regulatory
Division of Economic Development

EXECUTIVE SUMMARY
Lease Modification for
Total Renal Care, Inc., (CH-96-103)
Chinle, Arizona

This Lease Modification for Total Renal Care, Inc. seeks approval to Novate the Business Site Lease No CH-96-103. Lessee consents and agrees to be governed by the Navajo Nation Business Site Leasing Regulations of 2005 and desires to amend sections of the Lease No. CH-96-103 to eliminate the involvement of the Secretary of Interior and has negotiated said amendments with Lessor. Total Renal Care, Inc. requested by letter dated June 21, 2019 to Novate said lease.

Lease was approved by the Secretary of Interior on May 10, 1996 for a 25-year term and will expire on May 9, 2021. Lessee wishes to apply for a new extended term of a lease to pursue upgrades of the facility and to continue to provide services with an extended term of the lease.

Attached are the Lease Modification form, Proposed Resources and Development Committee Resolution and Procurement Clearance and Letter of Intent. The Chinle Regional Business Development has reviewed this proposal and recommends approval by the Resources and Development Committee. Any questions can be directed to Anslem Harvey, Senior Economic Development Specialist, Chinle Regional Business Development Office (928) 674-2243.

Document No. 013036Date Issued: 07/29/2019**EXECUTIVE OFFICIAL REVIEW**Title of Document: BSL Novation DiVita Care CenterContact Name: HARVEY, ANSLEMProgram/Division: DIV. OF ECONOMIC DEVELOPMENTEmail: aharvey @live.comPhone Number: (928) 674-2243☒ **Business Site Lease**1. Division: _____ Date: 7-29-19 ☒ Sufficient ☐ Insufficient2. Office of the Controller: 8/2/19 [Signature] Date: 8/2/19 ☐ Sufficient ☐ Insufficient

(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)

3. Office of the Attorney General: [Signature] Date: 8-28-19 ☒ Sufficient ☐ Insufficient4. OPVP [Signature] 9/10/19 ☒ Sufficient ☐ Insufficient☐ **Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions**1. Division: _____ Date: _____ ☐ Sufficient ☐ Insufficient2. Office of the Attorney General: _____ Date: _____ ☐ Sufficient ☐ Insufficient☐ **Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications**1. Office of Management and Budget: _____ Date: _____ ☐ Sufficient ☐ Insufficient2. Office of the Controller: _____ Date: _____ ☐ Sufficient ☐ Insufficient3. Office of the Attorney General: _____ Date: _____ ☐ Sufficient ☐ Insufficient☐ **Navajo Housing Authority Request for Release of Funds**1. NNEPA: _____ Date: _____ ☐ Sufficient ☐ Insufficient2. Office of the Attorney General: _____ Date: _____ ☐ Sufficient ☐ Insufficient☐ **Lease Purchase Agreements**1. Office of the Controller: _____ Date: _____ ☐ Sufficient ☐ Insufficient

(recommendation only)

2. Office of the Attorney General: _____ Date: _____ ☐ Sufficient ☐ Insufficient☐ **Grant Applications**1. Office of Management and Budget: _____ Date: _____ ☐ Sufficient ☐ Insufficient2. Office of the Controller: _____ Date: _____ ☐ Sufficient ☐ Insufficient3. Office of the Attorney General: _____ Date: _____ ☐ Sufficient ☐ Insufficient☐ **Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval**1. Division: _____ Date: _____ ☐ Sufficient ☐ Insufficient2. Office of the Attorney General: _____ Date: _____ ☐ Sufficient ☐ Insufficient☐ **Relinquishment of Navajo Membership**1. Land Department: _____ Date: _____ ☐ Sufficient ☐ Insufficient2. Elections: _____ Date: _____ ☐ Sufficient ☐ Insufficient3. Office of the Attorney General: _____ Date: _____ ☐ Sufficient ☐ Insufficient

☐ **Land Withdrawal or Relinquishment for Commercial Purposes**

Sufficient Insufficient

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. Division: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Land Withdrawals for Non-Commercial Purposes, General Land Leases and Resource Leases**

- | | | | | |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. NLD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. DNR | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. DOJ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Rights of Way**

- | | | | | |
|------------------------------------|-------|-------------|--------------------------|--------------------------|
| 1. NLD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Office of the Attorney General: | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. OPVP | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Oil and Gas Prospecting Permits, Drilling and Exploration Permits, Mining Permit, Mining Lease**

- | | | | | |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. OPVP | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. NLD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **Assignment of Mineral Lease**

- | | | | | |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. DNR | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. DOJ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **ROW (where there has been no delegation of authority to the Navajo Land Department to grant the Nation's consent to a ROW)**

- | | | | | |
|-------------|-------|-------------|--------------------------|--------------------------|
| 1. NLD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. F&W | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. HPD | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Minerals | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. NNEPA | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. DNR | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. DOJ | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. OPVP | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |

☐ **OTHER:**

- | | | | | |
|----|-------|-------------|--------------------------|--------------------------|
| 1. | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | _____ | Date: _____ | <input type="checkbox"/> | <input type="checkbox"/> |



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
08/06/19 @ 2:28
DATE / TIME
☐ 7 Day Deadline
DOC #: 013036
SAS #:
UNIT: ECDW

☐ RESUBMITTAL

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE

DATE OF REQUEST: Aug-10, 2019 ENTITY/DIVISION: Economic Dev
CONTACT NAME: Anstern Harvey DEPARTMENT: Chino RBDU
PHONE NUMBER: 928/674-2240 E-MAIL: jharvey@lwl.com
TITLE OF DOCUMENT: BSL Navajo Nation Divita Care Center

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT: AUG 06 2019 3pm REVIEWING ATTORNEY/ADVOCATE: Antonio Solorzano
DATE/TIME OUT OF UNIT:

DOJ ATTORNEY / ADVOCATE COMMENTS

8/26/19 Req. copy of Ct-96-103.

8/28/19 Legally sufficient.

REVIEWED BY: (PRINT)	DATE / TIME	SURNAMED BY: (PRINT)	DATE / TIME
Antonio Solorzano	8/28/19 11:55am	Jana C Werner	8-28-19 11:40

DOJ Secretary Called: Jennifer Jones for Document Pick Up on 8/28/19 at 1:38pm By: clb

PICKED UP BY: (PRINT) DATE / TIME:

NNDOJ/DRRF-July 2013



RESOURCES AND DEVELOPMENT COMMITTEE
24th Navajo Nation Council
FIRST YEAR

ROLL CALL
VOTE TALLY SHEET:

Legislation # 0317-19: An Action Relating to the Resources and Development; Approving Lease Modification to Novate Lease No. CH-96-103 for Total Renal Care, Inc., to a Navajo Nation Lease to be Governed by Navajo Nation Business Site Lease Regulations. *Sponsor: Honorable Eugene Tso*

October 30, 2019 – Regular Meeting
Meeting Location: Navajo Nation Council Chambers
Window Rock, Arizona

MAIN MOTION:

M: Thomas Walker, Jr. S: Wilson C. Stewart, Jr. Vote: 4-0-1(CNV)
YEAS: Thomas Walker, Jr., Mark A. Freeland, Wilson C. Stewart, Jr. and Herman M. Daniels
EXCUSED: Kee Allen Begay, Jr.



Honorable Rickie Nez, Presiding Chairperson
Resources and Development Committee



Shammie Begay, Legislative Advisor
Office of Legislative Services