



23rd NAVAJO NATION COUNCIL LEGISLATION SPONSORSHIP WITHDRAWAL

I, Edmund Yazzie, **Primary Sponsor of proposed legislation hereby withdraw my sponsorship of the proposed legislation. The legislation tracking number is 0068-16.**

An Action Relating to Resources and Development; Approving the Modification Number One for Business Site Lease to Thompson's Acquisitions, LLC. No. NN-ENA-CRIP-002-2016 on Fee Land Within the Church Rock Industrial Park, Church Rock Chapter Vicinity, Navajo Nation (McKinley County, New Mexico).

If there are any co-sponsors, they may re-sponsor the same bill by beginning a new legislation.

The Crownpoint RBODO Office staff (Sharlene Begay-Platero) emailed a request to withdraw legislation because the client is no longer associated with the Bank listed on the legislation and has not solidified a loan with another bank for financing the development. PLEASE REFER ORIGINAL PACKET BACK TO DED should the RBDO staff need to resubmit packet at a later date.

SPONSOR SIGNATURE:

DATE:

[Signature]
04/18/17

LEGISLATIVE SUMMARY SHEET

Tracking No. 0068-16

DATE: March 7, 2016

TITLE OF RESOLUTION: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING MODIFICATION NUMBER ONE FOR BUSINESS SITE LEASE TO THOMPSON'S ACQUISITIONS, LLC. NO., NN-ENA-CRIP-001-2016 ON FEE LAND WITHIN THE CHURCH ROCK INDUSTRIAL PARK, CHURCH ROCK CHAPTER VICINITY, NAVAJO NATION (MCKINLEY COUNTY, NEW MEXICO)

PURPOSE: The purpose of the resolution is to approve Modification Number One to Business Site Lease No. NN-ENA-CRIP-001-2016, a Collateral Assignment of Lease for a lease between the Navajo Nation and Thompson's Acquisitions, LLC. The modification would approve a collateral assignment of the lease to provide for financing for construction, purchase of equipment and inventory and for working capital for the Church Rock convenience Store and Gas Station Development.

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate to review each proposed resolution in detail.

5-DAY BILL HOLD PERIOD: Latanya Butler
Website Posting Time/Date: 10:04am 3/9/16
Posting End Date: 3/14/16
Eligible for Action: 3/15/16

PROPOSED STANDING COMMITTEE RESOLUTION
23rd NAVAJO NATION COUNCIL—Second Year, 2016

INTRODUCED BY



Primary Sponsor

TRACKING NO. 0068-16

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING
MODIFICATION NUMBER ONE FOR BUSINESS SITE LEASE NO. NN-
ENA-CRIP-001-2016 TO THOMPSON'S ACQUISITIONS, LLC., ON FEE
LAND WITHIN THE CHURCH ROCK INDUSTRIAL PARK, CHURCH
ROCK CHAPTER VICINITY, NAVAJO NATION (MCKINLEY COUNTY,
NEW MEXICO)

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 ONE. FINDINGS

- A. Thompson's Acquisitions, L.L.C., requests that the Resources and Development Committee approve Modification Number One to Business Site Lease No. NN-ENA-CRIP-001-2016, **Exhibit B**. Modification Number One would approve a Collateral Assignment of Lease, attached as **Exhibit A**, to allow for financing for

1 construction, purchase of equipment and inventory and for working capital for the
2 Church Rock convenience Store and Gas Station Development.

3 B. The location of the Business Site Lease No. NN-ENA-CRIP-001-2016 is within the
4 Church Rock Industrial Park on fee land. See legal description on pages one and two of
5 Business Site Lease No. NN-ENA-CRIP-001-2016, **Exhibit B**, with its accompanying
6 documents including a survey plot, the Leasehold Credit Rules and Listing of
7 Improvements, and the Procurement Clearance.

8 C. It is in the best interest of the Navajo Nation to approve Modification Number
9 One to Business Site Lease No. NN-ENA-CRIP-001-2016, a Collateral
10 Assignment of Lease, attached as **Exhibit A**.

11
12 **SECTION THREE. APPROVAL**

13 A. The Navajo Nation Council's Resources and Development Committee hereby
14 approves Modification Number One, a Collateral Assignment of Lease, attached
15 as **Exhibit A**, to Business Site Lease No. NN-ENA-CRIP-001-2016, between the
16 Navajo Nation and Thompson's Acquisitions, LLC.

17 B. The Navajo Nation hereby authorizes the Navajo Nation President to execute
18 Modification Number One as approved by this resolution.

19 C. The Navajo Nation hereby directs the Economic Development Division to ensure
20 Modification Number One, a Collateral Assignment of Lease NN-ENA-CRIP-
21 001-2016, is properly recorded and distributed.



Lease Modification #1

Lease #NN-ENA-CRIP-001-2016

It is hereby agreed by and between the NAVAJO NATION, Lessor, and Thompson's Acquisitions, LLC, Lessee, and Great Western Bank, Surety, that the Lease covering the Thompson's Acquisitions, LLC, located in the Church Rock Industrial Park Tract be modified this ___ day of _____ 2016 to provide:

1. A Collateral Assignment of Lease as required by Great Western Bank, a Arizona banking corporation.

This modification does not change any of the terms and conditions, or stipulations except as specifically set forth herein. All other terms and conditions shall remain the same.

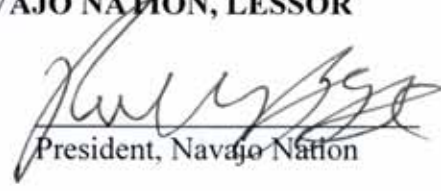
LESSEE

Lessee

Lessee

NAVAJO NATION, LESSOR

By:


President, Navajo Nation

Date:

1-27-2016

COLLATERAL ASSIGNMENT OF LEASE

This Collateral Assignment of Lease is made this _____ day of _____, 2016, between the GREAT WESTERN BANK, whose address is 1721 North Arizona Avenue, Chandler, Arizona, 85225, hereinafter called Assignee and THOMPSON'S ACQUISITIONS, LLC, whose address is P.O. Box 85, Churchrock, New Mexico, 87311 hereinafter called the Assignor. The Business Site Lease has been previously approved by the Navajo Nation as Lease No. _____.

WITNESS

SECTION I. RECITALS.

A. The Assignor, also the Lessee, under a certain Lease Agreement Number _____, a copy of which is attached as Exhibit "A", has been approved by the Navajo Nation and has been issued for a period of _____ commencing on the date the Lease was approved by the Navajo Nation. The Lessor under this Lease was the Navajo Nation ("Lessor") and the Lease was approved on _____, 2016.

B. Assignee has agreed to make a business loan in the amount of \$1.9 million dollars to finance construction, purchase of equipment and inventory, and provide for working capital of the Churchrock Convenience Store and Gas Station Development and is an amount sufficient to assure completion of the project. The business loan will be made pursuant to a Loan Agreement dated _____, 2016, and a Promissory Note ("Note") as evidence of its repayment obligation in connection with the Loan Agreement. The Loan Agreement and Promissory Note will be amended at such time as the financing needs for the entire project have been determined by the pre-development study.

C. The Assignor has agreed to make a Collateral Assignment of the Lease ("Assignment") to secure the Note under the terms of the Loan Agreement as originally made and as it may be amended.

SECTION II. ASSIGNMENT.

A. As security for the payment of the Note, the Assignor hereby assigns its interest in, rights, and right to continued possession, under, Lease Number _____, subject to the terms and conditions herein, to Assignee.

SECTION III. WARRANTIES AND COVENANTS.

A. Assignor shall pay all applicable rents and other charges as they fall due under the terms of the Lease.

B. Assignor shall not surrender its Lease and interest in the Lease, nor terminate or cancel the Lease. The Assignor shall not modify, change, supplement, alter or amend the Lease, either orally or in writing, without the express written consent of the Assignee. Any such termination, cancellation, modification, change, supplement, alteration, or amendment, of the Lease without the prior written consent of Assignee shall be null and void and have no force and/or effect.

However, Assignee shall not unreasonably withhold approval of any requested changes or amendments to the Lease which do not impair its security interest.

SECTION IV. PERFORMANCE OF LEASE OBLIGATIONS AND RIGHT TO CURE.

A. The Assignor shall at all times fully perform and comply with all covenants, terms and conditions imposed on or assumed under the Lease.

B. If Assignor fails to fully perform and comply with the Lease and the Lessor notifies the Assignee in writing of the default under the terms provided for in Lease Number _____, Assignee shall not take action against the Navajo Nation in the event of such a default, but shall have the option, in its sole discretion, but not the obligation, to take any actions it deems necessary or desirable to cure the default by the Assignor. On receipt by Assignee of any written notice of default of the Lease by the Lessor, Assignee may rely on the notice and take any reasonable action to cure the default even though the existence of such a default, or the nature thereof, is questioned or denied by the Assignor, or by any party on behalf of the Assignor, including taking possession of the leased premises. If Assignee takes possession of the premises it shall have the right to enforce the Lease to the same extent as if it were the original Lessee under the Lease.

C. The assignor hereby expressly grants to Assignee, and agrees that Assignee shall have the absolute and immediate right to enter in and on the leased premises, or any part thereof, in the event that Assignee deems it necessary or desirable to prevent or cure any default on the Lease by the Assignor.

D. Assignee may pay and expend reasonable sum of money that are necessary to prevent or cure any default on the Lease by the Assignor and the Assignor in turn, agrees to pay to Assignee, immediately and without demand, all sums paid and expended by Assignee in preventing or curing a default of the Lease by the Assignor together with interest thereon from the date of each such payment by Assignee at the rate of the Wall Street Journal Prime Rate plus two percent adjusted daily from the date of Assignee payment. All sums so paid and expended by Assignee and the interest thereon shall be secured by this assignment.

SECTION V. RELEASE OR FORBEARANCE.

No release or forbearance by Assignee of any of the Assignor obligations under the Loan Agreement or Note shall release the Assignor from any of its obligations under the Lease, including the Assignor obligation to perform all of the terms, covenants and conditions contained in the Lease.

SECTION VI. ACCELERATION AND RIGHT OF POSSESSION OR SALE.

Upon the event of default, as defined in the Loan Agreement and Note, and upon the Assignor's failure to cure within the period provided in the Loan Agreement and Note, Assignee shall be entitled to immediate possession of the leased premises subject to the terms and conditions of the Lease, which Assignee expressly agrees. Assignee further expressly agrees to

furnish, as requested, any financial statements or analysis pertinent to the encumbrance that the Lessor may deem necessary to justify the amount, purpose and terms of this Assignment

SECTION VII. DEFAULT AND SALE.

A. In the event of default under the Loan Agreement and Note, and if the Assignor fails to cure the default, Assignee may exercise the rights provided for in the Loan Agreement, Note, and this Assignment. However, before any subsequent assignment, transfer, or sale, of the Lease, whether under power of sale or foreclosure, Assignee shall give written notice of the event of default and the Assignor's failure to cure the default to the Lessor. Before any notice of sale, subsequent assignment, transfer or any other form of alienation, the Lessor with first priority shall be given the right to pay Assignee the full unpaid principal, accrued interest due under the Loan Agreement and Note, plus reasonable sale and enforcement costs incurred by Assignee through the day of such payment by the Lessor. This right may be exercised at any time before the completion of the sale proceedings.

B. If the Lessor exercises its right to pay Assignee the full unpaid amount and interest due under the Loan Agreement and Note, plus reasonable sale and enforcement costs incurred through the date of payment, this Assignment shall automatically terminate on the date such right is exercised, and shall have no further force or effect. However, the termination of this Assignment shall not relieve Assignee from any obligation or liability which has accrued before the date of termination. Assignee shall file the appropriate termination statement and/or release with the Lessor.

C. In the event that the Lessor, avail itself of the rights set forth above, Assignee shall have the right to either 1) remain in possession of the Lease, assume the position of the Lessee and perform the terms and conditions of the Lease so long as Assignee retains title thereto, or 2) sell its interest in the Lease by either public or private sale on terms that are commercially reasonable. If a sale occurs resulting in a purchase by a party other than Assignee, the purchaser shall be bound by all of the terms and conditions of the Lease and shall expressly assume those terms and conditions as a condition of the sale. Any Purported sale where the purchaser does not expressly assume the terms and conditions of the Lease shall be null and void and without effect.

SECTION VIII. TERMINATION UPON PAYMENT IN FULL.

In the event that the Assignor pays the amount specified in the Loan Agreement and Note in full plus interest thereon, this Assignment shall cease to have effect and Assignor shall file such termination statement and/or releases as reasonably necessary within ten (10) days after the Assignor pays the full amount of the Loan Agreement and Note and interest thereon, or at such time as the Assignor requests that such termination statements and/or releases be filed.

SECTION IX. CHOICE LAW.

The laws of the Navajo Nation, shall govern this Assignment. If there is Navajo or applicable federal law the court shall apply such law. In dispute arising under, or related to, this Assignment shall be decided exclusively in the Courts of the Navajo Nation. Nothing in this Collateral Assignment of Lease shall be construed as a waiver, either express or implied, of the Sovereign Immunity of the Navajo Nation

Assignment Fee \$100.00

IN WITNESS WHEREOF, the parties have executed this Collateral Assignment on the day and years first above written.

FOR THE ASSIGNOR:

[TITLE]

DATE: _____

FOR THE ASSIGNEE:

[TITLE]

DATE: _____

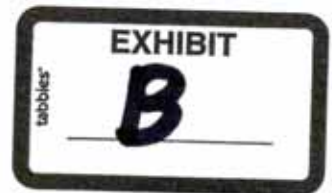
APPROVED:

_____ Navajo Nation President

OFF RESERVATION
LEASE (FEE LAND)

LEASE NO. NN-ENA-CRIP-001-2016

THE NAVAJO NATION
and
THOMPSON'S ACQUISITIONS, LLC



THIS LEASE is made and entered into this ____ day of February, 2016, by and between THE NAVAJO NATION, hereinafter called the "Lessor," whose address is Post Box 9000, Window Rock, Navajo Nation (New Mexico) 86515, and the Thompson's Acquisitions, LLC hereinafter called the "Lessee," whose address is P. O. Box 85, Church Rock, New Mexico 87311, in accordance with the provisions of 2 N.N.C. § 501(B)(2).

1. DEFINITIONS.

(A) "Approved Encumbrance" means an encumbrance approved in writing by Lessor and the Secretary in accordance with the terms and conditions of this Lease.

(B) "Encumbrancer" means the owner and holder of an Approved Encumbrance, including all successors and assigns.

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

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

2. LEASED PREMISES.

For and in consideration of the rents, covenants, agreements, terms and conditions contained herein, Lessor hereby leases to the Lessee the following described premises:

A parcel of land located in Tract #37 of Section 14, Township 15 North, Range 17 West, N.M.P.M. McKinley County, New Mexico

situated in the Church Rock area and being more particularly described as follows:

Commencing at the Point of Beginning a point of intersection of the Northerly Right of Way line of U.S. Interstate 40 and Westerly Right of Way line of Route 566 which bears South 83°46'48" West, a distance of 2,049.25 feet from the East Quarter (1/4) corner of said Section 14:

thence North 85°46'59" West, a distance of 757.28 feet along said northerly Right of Way line of U.S. Interstate 40 to a Rail Right of Way marker;

thence North 04°46'59" East, a distance of 293.17 feet;

thence North 73°19'21" East, a distance of 175.63 feet;

thence North 82°46'00" East, a distance of 607.11 feet to the westerly Right of Way line of Route 566;

thence along westerly right of Way of Route 566, South 04°47'04" West, a distance of 476.53 to the Point of Beginning. Said Parcel containing 6.89 Acres more or less in area and being subject to any restrictions, easements and reservation of record.

Said Property is shown on the attached survey plat marked as Exhibit "A", which by reference is made part hereof.

3. PURPOSE, UNLAWFUL USES.

(A) Lessee shall develop, use and occupy the Leased Premises for the purpose of:

House a mini-mart, a self-serve gasoline station, a franchise fast food restaurant and possible United States Post Office.

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

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

4. TERM.

The term of this Lease shall be thirty-five (35) years, beginning on the date this Lease is approved by the Lessor.

Lessee may exercise options to renew for one additional term of twenty-five (25) years, and a second additional term of

ten (10) years. Both options may be granted provided the Lease is not in default. Lessee shall give written notice of its intent to renew this Lease to the Division Director of the Division of Economic Development ~~or successor or the General Manager of the Navajo Nation Shopping Center, Inc. or successor, whichever applicable,~~ at least one year, prior to the expiration date of this Lease. Renewal of this Lease is subject to the written approval of the Navajo Nation President and applicable provisions of Navajo Nation law and the Tribal Regulations, including all amendments and successors thereto.

5 RENTAL.

1. The Lessee, in consideration of the foregoing, covenants and agrees to pay in lawful money of the United States of America to the Navajo Nation Business Industrial Development Fund, Post Office Box 663, Window Rock, Arizona 86515 for the use and benefit of the Lessor the following:

\$57,060.00 per annum (\$4,755.00 per month)

less leasehold credits in the amount of \$825,047.00.

The Lessee shall be granted leasehold credits for their portion of the cost of any future improvements. Leasehold credits shall not exceed \$4,755.00 per month and the leasehold credits for fourteen (14) years and five (5) months. See Exhibit "B" Leasehold Credit Rules. *(Leasehold credits for 14.5 years.)*

2. Lessee must make monthly rental payments and all rental shall be deposited with the Navajo Nation Business Industrial Development Fund. When the annual accounting required by Section 1.3, Part II, of this Lease is completed, the Lessee shall pay any balance due on any rental or percentage rental, if applicable, or if there is an overpayment, the overpayment shall be credited toward future rents.
3. Rental shall be paid on the 1st of each month, if rental is unpaid ten (10) days after the due date, the Lessee shall be subject to a late charge. Should the Lessee not pay rent within thirty (30) days after the due date, the Lessee shall be subject to a late charge

of 18% of the monthly amount due, however such amount shall be prorated for each day the rent is not paid until the thirtieth day after the due date, the amount above shall be paid in full. If the Lessee does not pay the full amount within sixty (60) days the Lessee shall be subject to an additional late charge of 10% of the monthly amount due. If the Lessee does not pay the full amount within ninety (90) days, the Lessee shall be subject to an additional late charge of 10% of the amount due, and the lease shall be subject to termination.

4. In the event a sublease, assignment, amendment or transfer of this Lease, or any right to or interest in this Lease, or any improvements are made to the leased premises, the rent and other terms of this Lease shall be subject to renegotiation. In addition, if the Lessee exercises any options to renew, the Lessor reserves the right to renegotiate the rent, for any change in economic conditions and other terms of the Lease.
5. Lessor reserves the right to inspect the books and records of Lessee and any Sublessee or Assignee to verify the accuracy of the rentals paid.

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 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, but solely upon Lessee's independent investigation.

6. IMPROVEMENTS.

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

(B) Lessee shall remove all removable personal property and trade fixtures 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.

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

(D) All Hazardous Substances, Hazardous Substance storage systems or conveyance facilities, including but not limited to Storage Tanks, placed on or under the Leased Premises are the property of Lessee and shall remain the property of Lessee upon termination of this Lease. Within a reasonable time prior to termination of this Lease, Lessee shall remove any such substances or improvements, shall assess the Leased Premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

7. CONSTRUCTION; MAINTENANCE; REPAIR; ALTERATION.

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

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

9. CONSTRUCTION BOND

Prior to the commencement of construction of any improvement on the leasehold premises, the Lessee shall require its construction contractor to post a construction bond. The Bond shall be written to protect Lessor and Lessee. Copies of the bonds shall be submitted to Lessor upon written request.

10. LIENS; TAXES AND ASSESSMENTS; UTILITY CHARGES.

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

(B) Lessee shall pay, before becoming delinquent, all taxes, assessments and other like charges levied upon or against the Leased Premises, any interest therein or improvements thereon, for which Lessee is liable. Upon request by Lessor, Lessee shall furnish Lessor written evidence duly certified that any and all such taxes, assessments and other like charges required to be paid by Lessee have been paid, satisfied or otherwise discharged. Lessee agrees to protect and hold harmless Lessor and the Leased Premises and all interests therein and improvements thereon from any and all such taxes, assessments and like charges and from any lien therefor, any sale or other proceedings to enforce payment thereof, and all costs in connection therewith.

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

(D) Lessor shall have the right to pay any lien, tax, assessment or other charge payable by Lessee under this Lease, or to settle any action therefor, if, within a reasonable time after written notice thereof from Lessor, Lessee fails to pay or to post bond against enforcement thereof. All costs and other expenses incurred by Lessor in so doing shall be repaid by Lessee to Lessor on demand, together with interest at the legal rate from the date of payment or incursion thereof by Lessor until repayment is made by Lessee.

11. SUBLEASES AND ASSIGNMENTS.

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

12. QUIET ENJOYMENT.

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

13. ENCUMBRANCE.

(A) This Lease or any interest therein may not be encumbered without the prior written approval of Lessor and no such encumbrance shall be valid or binding without such prior written approval.

14. DEFAULT.

Time is declared to be of the essence in this Lease. Should Lessee default in any payment of monies when due under this Lease, fail to post bond or be in violation of any other provision of this Lease, said violation may be acted upon by Lessor accordance with applicable law.

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

15. SANITATION.

Lessee hereby agrees to comply with all applicable sanitation laws and regulations. Lessee agrees to dispose of all solid waste in compliance with applicable laws. Lessee further agrees at all times to maintain the entire Leased Premises in a safe and sanitary condition.

16. HAZARDOUS SUBSTANCES.

Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Leased Premises without the prior written approval of Lessor, which approval may be given, given upon conditions or denied in the sole discretion of Lessor. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Leased Premises and such results in contamination to the Leased Premises or any building or other improvement thereon, Lessee shall promptly take any and all actions necessary or appropriate to restore the Leased Premises or building or other improvement to the condition existing prior to the presence of any such Hazardous Substance on the Leased Premises. Lessee shall obtain written approval from Lessor prior to commencement of any such remedial action.

17. PUBLIC LIABILITY INSURANCE.

(A) At all times during the term of this Lease, Lessee shall carry a public liability insurance policy in the amount of at least \$1,000,000 for personal injury to one (1) person and \$2,000,000 per occurrence, and \$500,000 for damage to property. Said policy shall be obtained from a reliable insurance company authorized to do business in the State of New Mexico and shall be written to protect Lessee and Lessor and shall provide for notification to Lessor prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor.

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

(C) With the prior written approval of Lessor, the insurance obligation under this Section may be satisfied by a

self-insurance program maintained by Lessee or by other means of alternative performance satisfactory to Lessor.

18. NON-LIABILITY.

Neither Lessor nor its 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 by Lessee, or by any defect in any structure existing or erected thereon, or arising from accident, fire, or from any other casualty on said premises or from any other cause whatsoever and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and agrees to defend and hold Lessor free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Lessee, together with all costs and expenses in connection therewith to the full extent permitted by Arizona law.

19. PROPERTY DAMAGE, FIRE AND CASUALTY INSURANCE.

At all times during the term of this Lease, Lessee shall carry fire and casualty insurance with an extended coverage endorsement covering not less than the full insurable value of all improvements, if any, on the Leased Premises. Said policy shall be obtained from a reliable insurance company authorized to do business in the State of New Mexico, and shall be written to protect Lessee and Lessor and shall provide for notification to Lessor prior to any material change, cancellation or non-renewal of said policy for any reason, including non-payment of premiums. Upon written request therefor, copies of said policy shall be furnished to Lessor.

20. INSPECTION.

The Navajo Nation 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 Leased Premises and any buildings and other improvements erected or placed thereon.

21. INDEMNIFICATION.

To the extent permitted by New Mexico law, Lessee shall defend, indemnify and hold harmless the Navajo Nation and their authorized agents and employees against any liability for loss of life, personal injury and property damages arising from the construction on or maintenance, operation, occupancy or use of the Leased Premises by Lessee.

22. MINERALS.

All minerals, including sand and gravel, contained in or on the Leased Premises which are owned by Lessor are reserved for the use of Lessor. 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.

23. EMINENT DOMAIN.

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

24. DELIVERY OF PREMISES.

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

25. HOLDING OVER.

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

26. ATTORNEY'S FEES.

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

27. GOVERNING LAW AND CHOICE OF FORUM.

The law of the Navajo Nation shall govern the construction, performance and enforcement of this Lease. Any action or proceeding brought by Lessee against the Navajo Nation in connection with or arising out of the terms and conditions of this Lease, to the extent authorized by Navajo law, shall be brought only in the courts of the Navajo Nation, and no such action or proceeding shall be brought by Lessee against the Navajo Nation in any court or administrative body of any State.

28. DISPUTE RESOLUTION.

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

29. NO WAIVER OF SOVEREIGN IMMUNITY.

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

30. NOTICES AND DEMANDS.

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

To or upon Lessor:

President
The Navajo Nation
Office of the President/Vice-President
Post Office Box 9000
Window Rock, Navajo Nation (Arizona) 86515

Telefax: (928) 871-4025

To or upon Lessee:

Thompson's Acquisitions, LLC
P. O. Box 85
Church Rock, New Mexico 87311

Telefax: (505) 905-5374

Copies to:

Division Director
Division of Economic Development
P. O. Box 663
Window Rock, Navajo Nation (Arizona) 86515

Telefax: (928) 871-7381

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

31. SUCCESSORS AND ASSIGNS.

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

32. EFFECTIVE DATE; VALIDITY.

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

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

THOMPSON'S ACQUISITIONS, LLC, LESSEE

By: _____
Ivan Thompson, Member

DATE: _____

By: _____
Alvin F. Thompson, Member

DATE: _____

THE NAVAJO NATION, LESSOR

By: _____
Navajo Nation, President

DATE: _____

Legal Description. A parcel of land located in Tract #37 of Section 14, Township 15 North, Range 13 West, N.M.P.M., McKinley County, New Mexico situated in the Church Rock area and being more particularly described as follows:

Commanding at the Point of Beginning a point of intersection of the Northernly Right of My line of U.S. Intersected 40 and Westernly Right of My line of Rouba 566 and Easternly Right of My line of Rouba 566, a distance of 2,048.20 feet from the East Quarter Section 36, 40° 00' 00" West, a distance of 2,048.20 feet from the East Quarter Section 36, 40° 00' 00" West, a distance of 737.28 feet along said southerly Right of My line of U.S. Intersected 40 to a Real Right of Way marker:

Way line of U.S. Intersected 40 to a Real Right of Way marker:

Thence North 04° 54' 59" East, a distance of 233.17 feet;

Thence North 72° 18' 21" East, a distance of 175.63 feet;

Thence North 72° 18' 21" East, a distance of 607.11 feet to the easternly Right of My line of Rouba 566;

Thence along westernly Right of My line of Rouba 566 South 04° 47' 04" West, a distance of 476.53 feet to the Point of Beginning; said Parcel containing 8.59 Acres more or less in area and being subject to any restrictions, easements and

of record.

12163

7/30/08

Date 9/30/08



REFERENCES USED

- (R-1) A survey plat by NHPUS #1797 dated 4/30/05 for Easton Township Regional Office
- (R-2) A Boundary Map Church Rock Industrial park by NHPUS #5278
dated 6-8-09
- (R-3) Boundary Survey of 17.97 acres in Church Rock Industrial Park
by NHPUS 13066 dated 2-4-03
- (R-4) Plat of Survey of 1.66 acres within Church Rock Industrial park by NHPUS
65340 dated 1-15-09
- (R-5) Plat of Survey - Parcel 3 within Church Rock Industrial park by NHPUS
65340 dated 1-15-09
- (R-6) Final Plat of a Lease Land Division in Church Rock Industrial Park by
NHPUS #13065 dated 4-22-03
- (R-7) A Warranty Deed from Santa Fe Pacific Railroad to United States of America
in Trust for the Navajo Tribe on 5-14-29
- (R-8) BLM Township Plat 115N, R17W Tread 37 survey
- (R-9) BLM Township Plat 115N, R17W The Correction of NW cor. 7c, 37 to NW cor Section 15

CUSTOMER'S NOTES

- Notes of bearing: A northerly line of (R-1)
Dinotiles set 1/2" x 16" rebar with plastic Cap NALPS#12163
Dinotiles Found Aluminum Cap
Dinotiles Found Rebar (used)
Distances are ground distances

 $\gamma = 200^\circ$

<p>RED VALLEY SURVEY P.O. BOX 2827 WICHITA, KANSAS 67225</p>	<p>Done by THOMPSON'S LLC Recorded in the 1-2008</p>
---	---

Leasehold
Credits/Rules and Listing of
Improvements

Leasehold Credit Rules

The following is how the Division of Economic Development implements leasehold credits regarding business site leases on the Navajo Nation:

1. The Navajo Nation encourages private investment on the Navajo Nation for economic development purposes. The Division of Economic Development acknowledges private investment of a Lessee through leasehold credits. The Division negotiates with the Lessee the amount of the improvements needed for the Lessee to begin their business on the Navajo Nation by amortizing the improvements amount over the monthly rental amount and by the number of months of a calendar year.
2. Elements for leasehold credits include amount of investment by the Lessee; amount of rental negotiated per month and the months of a calendar year determined the number of year's leasehold credits is imposed.
3. The following is the equation to determine leasehold credits:

$$\frac{\text{Dollar Amount of the Improvements}}{12 \text{ Months (months in calendar year)}} \div \frac{\text{Amount of Monthly Rental Negotiated}}{12 \text{ Months (months in calendar year)}} = \text{Number of Year's of Leasehold Credits}$$

For the Thompson's LLC:

$$\frac{\$825,047 \text{ Improvements}}{12 \text{ Months}} \div \frac{\$4,755 \text{ Monthly Rental Negotiated}}{12 \text{ Months}} = 14.45 \text{ Years}$$

Thus, for fourteen years and five months, the Lessee, Thompson's LLC, will receive leasehold credits for the amount of their investment of \$825,047 improvements to the Navajo Nation's asset, a Lot in the Church Rock Industrial Park.

Church Rock Convenience Store Development – Church Rock Industrial Park

THOMPSON'S ACQUISITIONS LLC CONVENIENCE STORE CONSTRUCTION COST

The attached chart is a cost estimate breakdown of the investment Thompson's Acquisitions LLC is contributing to the Navajo Nation Convenience store project in Churchrock, New Mexico.

The total construction cost breakdown is as follows:

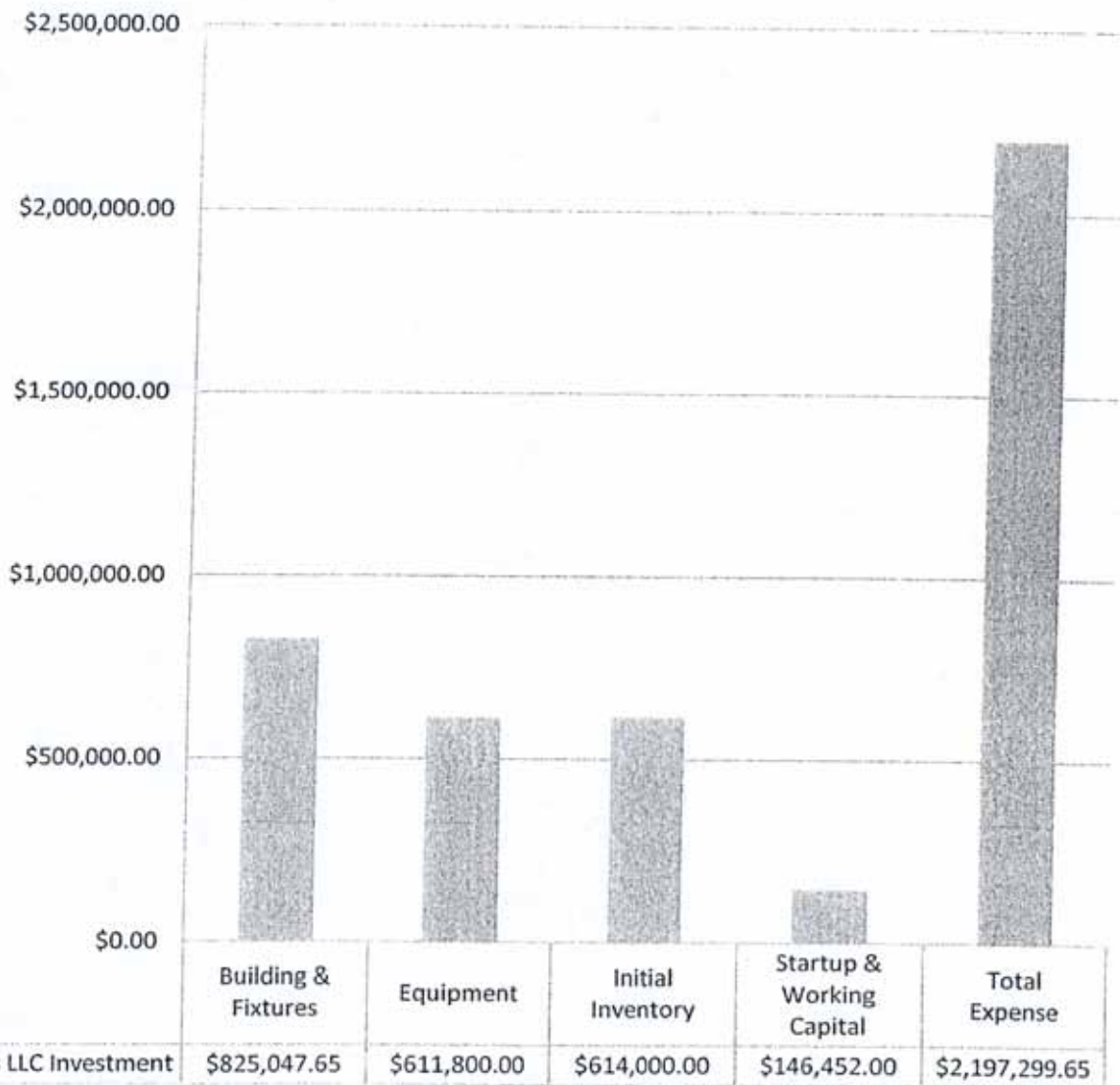
BUILDING-SITE DEVELOPMENT COST (Facility /On-site work)	\$ 1,413,169.32
OFF-SITE / INFRASTRUCTURE COST	<u>\$ 1,270,378.33</u>
TOTAL CONSTRUCTION COST	\$ 2,683,547.65
NAVAJO NATION INVESTMENT	
Business & Industrial Development Fund	\$ 1,500,000.00
Navajo Nation Department of Transportation	<u>\$ 325,000.00</u>
TOTAL NAVAJO NATION INVESTMENT	\$ 1,825,000.00
TOTAL COST OF CONSTRUCTION	\$ 2,683,547.65
NAVAJO NATION INVESTMENT (subtract)	<u>\$ 1,825,000.00</u>
BALANCE AFTER NAVAJO NATION INVESTMENT	\$ 825,047.61
THOMPSON'S ACQUISITIONS LLC INVESTMENT (GREAT WESTERN BANK LOAN)	\$ 1,900,000.00
THOMPSON'S CONSTRUCTION INVESTMENT	<u>\$ 825,047.61</u>
THOMPSON'S REMAINING INVESTMENT	\$ 1,074,952.35

The remaining balance of \$ 825,047.61 of the construction cost will be the amount Thompson's Acquisitions LLC invests into the Churchrock C-store project as shown in column one of the Thompson's Investment chart.

The remaining amount of the loan acquired by Thompson's \$1,074,952.35 will be invested to store equipment, inventory and working capital.

Thompson's LLC Investment	
Building & Fixtures	\$825,047.65
Equipment	\$611,800.00
Initial Inventory	\$614,000.00
Startup & Working Capital	\$146,452.00
Total Expense	\$2,197,299.65

Thompson's LLC Investment



Thompson's LLC Investment	\$825,047.65	\$611,800.00	\$614,000.00	\$146,452.00	\$2,197,299.65
---------------------------	--------------	--------------	--------------	--------------	----------------



THE NAVAJO NATION

RUSSELL BEGAYE
PRESIDENT

OFFICE OF THE NAVAJO TAX COMMISSION
Post Office Box 1903 • Window Rock, Navajo Nation (Arizona) 86515-1903
(928) 871-6681 • (928) 871-7608 FAX

JONATHAN NEZ
VICE-PRESIDENT

MEMORANDUM

TO : Sharlene Begay-Platero, IDS
Project Development Department
Division of Economic Development

FROM : Julia L. Tso
Larieta L. Tso Senior Tax Compliance Officer
Office of the Navajo Tax Commission

DATE : January 4, 2016

SUBJECT : Thompson's Acquisitions, LLC/Alvin F. Thompson

Per your request, our office has reviewed The Office of the Navajo Tax Commission files for Thompson's Acquisitions, LLC/Alvin F. Thompson. Thompson's Acquisitions, LLC/Alvin F. Thompson is currently registered with our office under the sales tax and possessory interest tax requirements.

If you have any questions or need further clarification, contact me directly at (928) 871-7131.

cc: Ethel O. House, Sr. Minerals Assessment Specialist/ONTC
Taxpayer File
Chrono

THE NAVAJO NATION



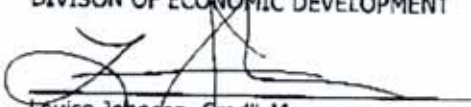
RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

Louise Johnson, Credit Manager

MEMORANDUM

VIA: FACSIMILE

TO: Sharlene Begay-Platero
Project Development Department
DIVISION OF ECONOMIC DEVELOPMENT

FROM : 
Louise Johnson, Credit Manager
Navajo Nation Credit Services Department
OFFICE OF THE CONTROLLER

DATE: January 7, 2016

SUBJECT: **PROCUREMENT CLEARANCE**

Pursuant to your memo requesting for procurement clearance on the individual(s)/business is as follows:

XX The individual(s)/business listed **do not have** loans outstanding with the **Navajo Nation Credit Services Department**.

Ivan Thompson Alvin E. Thompson dba: Thompson's Acquisitions	PO Box 85 Churchrock, NM 87311	Procurement Cleared
--	--------------------------------------	---------------------

Should you have any questions, please contact our office at (928) 871-6749.

Ye,tj;br
Xc: File/Chrono



NAVJO
NATION
SHOPPING
CENTERS
INCORPORATED

CROWN POINT

PINEHILL

NAVAJO RINE

WINDOW ROCK

ST. MICHAELS

PINON

DILKON

TUBA CITY

KAYENTA

SHIPROCK

January 6, 2016

*Providing Over 30 Years of Unique Business
Opportunities for the Navajo People*

Sharlene Begay-Platero, IDS
Project Development Department
Division of Economic Development
P. O. Box 663
Window Rock, AZ 86515



Navajo Business/Procurement Act Clearance Check

Dear Ms. Begay-Platero;

I am in receipt of your letter dated December 8, 2015 regarding a Navajo Business and Procurement Clearance check on Thompson's acquisitions, LLC Tax ID No. 26-3791624.

Navajo Nation Shopping Centers, Inc. is not conducting business with Thompson's Acquisitions, LLC therefore they are cleared for procurement.

Sincerely,

Elizabeth S. Tso, Controller
NNSCI

xc: Juanita Yazzie, Leasing Mgr, NNSCI
Nathaniel Begay, CEO, NNSCI

THE NAVAJO NATION

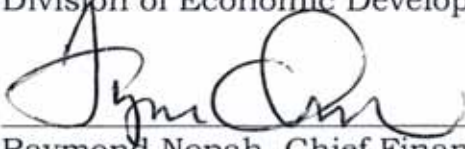


RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

M E M O R A N D U M



TO: Sharlene Begay-Platero, IDS
Project Development Department
Division of Economic Development

FROM: 
for Raymond Nopah, Chief Financial Officer
Division of Economic Development

DATE: December 16, 2015

SUBJECT: Procurement Clearance

Your request was received on **December 9, 2015** at the Support Services Department. The information is provided on the individual you requested for a Procurement Check and Clearance.

XXX The individual listed **do not** have any loans outstanding with the Navajo Nation Business Industrial Development Fund.

Ivan Thompson
Alvin E. Thompson
D.B.A. Thompson's Acquisitions, LLC.
PO BOX 85
Church Rock, NM 87311

_____ The Following individual(s) listed **do** have outstanding balances with the Navajo Nation Business Industrial Development Fund.

If you have any questions, please do not hesitate to call me at (928) 871-7382.

THE NAVAJO NATION



RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

December 16, 2015

MEMORANDUM

To : ALL CONCERNED
From : Raymond Nopah / s
Raymond Nopah, Chief Financial Officer
DED / Support Services
Subject : Delegation of Authority

Tyrone Chee, Administrative Services Officer for the Support Services Department is delegated the authority to act in the capacity of the Chief Financial Officer. Mr. Chee will be responsible for all routine duties pertaining to the office.

This Delegation of Authority will commence at 8:00 am, December 16, 2015 and ending 5:00 pm, December 18, 2015.

Your cooperation with Mr. Chee will be appreciated.

SIGNATURE:

A handwritten signature in cursive script, appearing to read "Tyrone Chee", written over a horizontal line.
Tyrone Chee, Administrative Services Officer
DED / Support Services



THE NAVAJO NATION


RUSSELL BEGAYE

JONATHAN NEZ

December 10, 2015

MEMORANDUM

TO: Sharlene Begay-Platero, IDS
Project Development Department
Division of Economic Development

FROM: 
Lena D. Arviso, Accounting Manager
Accounts Receivable Section, OOC

SUBJECT: "Navajo Business and Procurement Act clearance check"

Pursuant to your request dated December 8, 2015 (*Received in Account Receivable on 12/08/2015 @ 11:30 a.m.*) seeking a procurement clearance check on the following individual/ Business is as follows:

Name	Address/ BSL No / Store Location	A. R. Debt Due	Action
Thompson's Acquisitions, LLC Tax ID# 26-3791624 <i>Ivan Thompson, Member</i> <i>Alvin E. Thompson, Member</i>	Post Office Box 85 Church Rock, NM 87311	\$ 0.00	Procurement cleared

Thank you for complying with the "NNB&P ACT". Our office requests that all relevant information of the individual(s) / business (es) is provided to ensure accurate clearance check. The information contained in this memorandum is privileged and confidential. Therefore, when disseminating this information through the 164 review, block out information that are not applicable to the package if this procurement memo is to be included.

Should you have any questions, please contact Accounts Receivable Section at 871-6770. Thank you.

mj

CC: Accounts Receivable



THE NAVAJO NATION

RUSSELL BEGAYE
JONATHAN NEZ

December 8, 2015

MEMORANDUM

TO : Judy Cordero, Accounts Receivable Section
Office of the Controller, Division of Finance

: Marty Ashley, Executive Director
Navajo Tax Commission

: Louise Johnson, Credit Manager
Credit Services Program, Office of the Controller

: Raymond Nopah, CFO
Support Services Department/DED

: Nathan Begay, CEO
Navajo Nation Shopping Center, Inc.

FROM : Sharlene Begay-Platero
Sharlene Begay-Platero, IDS
Project Development Department
Division of Economic Development

SUBJECT : **Procurement Clearance Request for Thompson's Acquisitions, LLC
of Church Rock, New Mexico**

The Project Development Department requests your assistance in providing a Procurement Clearance for Thompson's Acquisitions, LLC of Church Rock, New Mexico. The address is:

Thompson's Acquisitions, LLC
Ivan Thompson, Member
Alvin E. Thompson, Member
P. O. Box 85
Church Rock, New Mexico 87311
Tax ID#: 26-3791624

Your assistance is greatly appreciated. Please fax the Procurement Clearance to 505/905-6401 or email me at srbp@navajoadvantage.com Should you have any questions, please contact me 505/905-6414.

Your assistance is greatly appreciated.

DIVISION OF ECONOMIC DEVELOPMENT – PROJECT DEVELOPMENT DEPARTMENT

Post Office Box 663 Window Rock, Arizona 86515 Telephone (928) 871-6504 Telefax (982) 871-6507

Executive Summary
164 Document # 5253

An Action Relating to the Resource and Development Committee; Approving a Lease Modification #1 for Lease No. NN-ENA-CRIP-0001-2016 between the Navajo Nation, Lessor and Thompson's Acquisitions, LLC, Lessee in the Church Rock Industrial Park

LESSEE: Thompson's Acquisitions, LLC
P. O. Box 85
Church Rock, New Mexico 87311

LOAN FINANCING: \$1,900,000 to finance construction, purchase of equipment and inventory and working capital for the Church Rock Convenience Store and Gas Station Development

EXECUTIVE OFFICIAL REVIEW

Title of Document: Lease Mod#1 NN-ENA-CRIP-0001-2016 Contact Name: BEGAY-PLATERO, SHARLENE R.

Program/Division: DIV. OF ECONOMIC DEVELOPMENT

Email: srbp@navajoadvantage.com Phone Number: (505) 905-6414

☒ **Business Site Lease**

1. Division:	<u>1-12-16</u>	Date:	<u>1-12-16</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Office of the Controller:	<u>N/A</u>	Date:		<input type="checkbox"/>	<input type="checkbox"/>
(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)					
3. Office of the Attorney General:	<u>1/25/16</u>	Date:	<u>1/25/16</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Office of the President:	<u>1-26-16</u>	Date:	<u>1-26-16</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

☐ 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: _____ ☐ ☐

2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications

1. Office of Management and Budget: _____ Date: _____ ☐ ☐

2. Office of the Controller: _____ Date: _____ ☐ ☐

3. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ Navajo Housing Authority Request for Release of Funds

1. NNEPA: _____ Date: _____ ☐ ☐

2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ Lease Purchase Agreements

1. Office of the Controller: _____ Date: _____ ☐ ☐

(recommendation only)

2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **Grant Applications**

1. Office of Management and Budget: _____ Date: _____ ☐ ☐

2. Office of the Controller: _____ Date: _____ ☐ ☐

3. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ 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: _____ ☐ ☐

2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ Relinquishment of Navajo Membership

1. Land Department: _____ Date: _____ ☐ ☐

2. Elections: _____ Date: _____ ☐ ☐

3. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **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"/>



☐ RESUBMITTAL

NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
01/12/16 @ 2020
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 005253
SAS #:
UNIT: ECU

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

CLIENT TO COMPLETE			
DATE OF REQUEST: 1/12/15	ENTITY/DIVISION: Div. of Fem. Dev.		
CONTACT NAME: Sharlene Begay-Platero	DEPARTMENT: Proj. Dev. Dept.		
PHONE NUMBER: 505-905-6414	E-MAIL: srbp@navajoadvantage.com		
TITLE OF DOCUMENT: Lease Mod. #1 NN-EVIT-CRIP-0001-2016 b/t the NN and Thompson's Acquisitions LLC			
DOJ SECRETARY TO COMPLETE			
DATE/TIME IN UNIT: 1/12/16 @ 4:10pm	REVIEWING ATTORNEY/ADVOCATE: Latonia		
DATE/TIME OUT OF UNIT:			
DOJ ATTORNEY / ADVOCATE COMMENTS			
support			
REVIEWED BY: (PRINT) UBT	DATE / TIME 1/25/16 325	SURNAMED BY: (PRINT) UBT	DATE / TIME 1/25/16 325
DOJ Secretary Called: Sharlene Platero		for Document Pick Up on 1/25/16 at 4:17 By: al	
PICKED UP BY: (PRINT)		DATE / TIME:	

NNDJ/DRRF-July 2013





MEMORANDUM

To : Honorable Edmund Yazzie
Churchrock, Iyanbito, Mariano Lake, Pinedale, smith Lake and Thoreau Chapters

From : Mariana Kahn
Mariana Kahn, Attorney
Office of Legislative Counsel

Date : March 7, 2016

Re : PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION
RELATING TO RESOURCES AND DEVELOPMENT; APPROVING
MODIFICATION NUMBER ONE FOR BUSINESS SITE LEASE TO
THOMPSON'S ACQUISITIONS, LLC. NO. NN-ENA-CRIP-001-2016 ON
FEE LAND WITHIN THE CHURCH ROCK INDUSTRIAL PARK,
CHURCHROCK CHAPTER VICINITY, NAVAJO NATION (MCKINLEY
COUNTY, NEW MEXICO)

I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. **Please note that this legislation would approve a modification to a business site lease and this legislation should be considered by the RDC after the legislation which would approve the business site lease.** Based on existing law and review of documents submitted, the resolution drafted is legally sufficient. However, as with all legislation, it is subject to review by the courts in the event of challenge. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

The Office of Legislative Council confirms the appropriate standing committee(s) reviews based on the standing committees powers outlined in 2 N.N.C. §§ 301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. § 164(A)(5).

If you are satisfied with the proposed resolution, please sign it as "sponsor" and submit it to the Office of Legislative Services where it will be given a tracking number and sent to the Office of the Speaker for assignment. If the proposed resolution is unacceptable to you, please contact me at the Office of Legislative Counsel and advise me of the changes you would like made to the proposed resolution. Thank you for your service to the Navajo Nation.

16-209-1

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: 0068-16

SPONSOR: Edmund Yazzie

TITLE: An Action Relating To Resources and Development; Approving Modification Number One for Business Site Lease to Thompson's Acquisitions, LLC. No., NN-ENA-CRIP-001-2016 On Fee Land Within the Church Rock Industrial Park, Church Rock Chapter Vicinity, Navajo Nation (McKinley County, New Mexico)

Date posted: March 9, 2016 at 6:04pm

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

**Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7590**

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Navajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 *et. seq.*

**THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY**

LEGISLATION NO.: 0068-16

SPONSOR: Honorable Edmund Yazzie

TITLE: An Action Relating to Resources and Development; Approving Modification Number One for Business Site Lease to Thompson's Acquisitions, LLC. No., NN-ENA-CRIP-001-2016 on Fee Land Within the Church Rock Industrial Park, Church Rock Chapter Vicinity, Navajo Nation (McKinley County, New Mexico)

Posted: March 9, 2016 at 6:04 pm


5 DAY Comment Period Ended: March 15, 2016

Digital Comments received:

Supporting Comments	<i>None</i>
Opposing Comments	<i>None</i>
Inclusive Comments	<i>None</i>



**Policy Analyst
Office of Legislative Services**



Date/Time

**RESOURCES AND DEVELOPMENT COMMITTEE
23rd NAVAJO NATION COUNCIL**

SECOND YEAR 2016

COMMITTEE REPORT

Mr. Speaker,

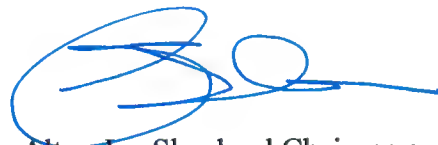
The **RESOURCES AND DEVELOPMENT COMMITTEE** to whom has been assigned:

LEGISLATION # 0068-16: An Action Relating to Resources and Development; Approving Modification Number One for Business Site Lease to Thompson's Acquisitions, LLC., No. NN-ENA-CRIP-001-2016 on Fee Land Within the Church Rock Industrial Park, Church Rock Chapter Vicinity, Navajo Nation (McKinley County, New Mexico) *Sponsor: Edmund Yazzie*

Has had it under consideration and report the same that the matter was TABLED until the initial lease (Legislation # 0073-16) which was just approved by the Committee is properly processed.

And thereafter the matter was TABLED.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Alton Joe Shepherd', with a large circular flourish at the end.

Alton Joe Shepherd Chairperson
Resources and Development Committee
of the 23rd Navajo Nation Council

Date: April 5, 2016

Motion to Table: Leonard Pete

Second: Walter Phelps

Vote: 3-0-1 (CNV)

Main Motion: Leonard Pete

Second; Benjamin Bennett