

RESOLUTION OF THE
BUDGET AND FINANCE COMMITTEE
OF THE NAVAJO NATION COUNCIL

24TH NAVAJO NATION COUNCIL - Second Year, 2020

AN ACTION

RELATING TO THE BUDGET AND FINANCE COMMITTEE; AS RECOMMENDED
BY THE NAVAJO NATION INVESTMENT COMMITTEE, AUTHORIZING THE
CONTROLLER, ON BEHALF OF THE NAVAJO NATION, TO CONSENT TO
NAVAJO NATION GAMING ENTERPRISE'S (NNGE) REQUEST FOR THE
NAVAJO NATION TO WAIVE SECTION 5.9 OF THE GAMING LOAN
AGREEMENT BETWEEN THE NATION AND NNGE AND TO FORBEAR FROM
ENFORCING CERTAIN COVENANTS UNDER THE GAMING LOAN AGREEMENT
AND THE SÍHASIN FUND LOAN AGREEMENT FROM MARCH 17, 2020
THROUGH OCTOBER 30, 2020

BE IT ENACTED:

SECTION ONE. AUTHORITY

- A. The Budget and Finance Committee of the Navajo Nation Council (the "Budget and Finance Committee") is empowered with the authority to exercise oversight in the areas including, but not limited to, budget, finance, investment, bonds, contracting, insurance, audits, accounting, taxes, loans, and Chapter budget and finance, for the purpose of coordinating, overseeing, and regulating the fiscal, financial, investment, contracting, and audit policies of the Navajo Nation pursuant to 2 N.N.C. § 300 (C); and to promulgate rules and regulations related to contracting, investments, and financial matters pursuant to 2 N.N.C. § (B)(1).
- B. The Navajo Nation created the Navajo Nation Investment Committee (the "Investment Committee") pursuant to Resolution No. CAU-39-73, and the Budget and Finance Committee approved and adopted the investment policies for all Navajo Nation financial resources (the "Master Investment Policy") pursuant to Resolution No. BFD-45-18.
- C. The Investment Committee is an advisory group to the Budget and Finance Committee in the management of the Nation's investment program and is responsible for

recommending to the Budget and Finance Committee the approval of the selection of investment managers and custodians recommended by the Investment Consultant, subject to the approval of each investment manager contract and each custodian contract by the Budget and Finance Committee, pursuant to the Master Investment Policy, § 4.3(d).

SECTION TWO. FINDINGS

- A. The Budget and Finance Committee previously passed Resolution No. BFN-39-17, which approved and authorized the execution of the Second Amended, Restated and Consolidated Loan Agreement between the Navajo Nation, as Lender, and Navajo Nation Gaming Enterprise ("NNGE"), as Borrower, executed on May 18, 2018 and effective as of December 1, 2017 (the "Loan Agreement," attached hereto as **Exhibit A**) for the Nation's direct investment of \$208,759,393 in NNGE to restructure NNGE's gaming loan; and
- B. The Budget and Finance Committee previously passed Resolution No. BFD-42, which approved and authorized the execution of that certain loan agreement between the Navajo Nation and NNGE for a loan in the principal amount of \$4,000,000 from the Sihasin Fund for the Twin Arrows Travel Center, dated May 23, 2018 between the Navajo Nation, as Lender, and NNGE, as Borrower (the "Sihasin Loan Agreement," attached hereto as **Exhibit B**, and together with the Loan Agreement, the "Loan Agreements"); and
- C. The Loan Agreement at Section 1.6 grants the Controller the authority to act on behalf of the Navajo Nation to grant or deny any approvals, waivers, consents, amendments, modifications or other functions to be performed by the Navajo Nation under the Loan Agreement; and
- D. The Loan Agreement at Section 3.1 requires NNGE to pay to the Navajo Nation principle and interest ("debt service payments") according to a schedule with debt service payments due quarterly while the loan remains outstanding; and

- E. The Loan Agreement at Section 5.9 requires NNGE to set aside net gaming revenues for annual transfers to the Gaming Distribution Fund and the Fire Rock Permanent Facility Reserve Account; and
- F. In particular, Section 5.9 of the Loan Agreement requires that NNGE (i) pay to the Navajo Nation a Gaming Distribution Fund Payment, which consists of net gaming revenues after NNGE has met the financial performance goals described in the annual budget submitted to the Navajo Nation pursuant to Section 7.1(c) of the Loan Agreement, and to the extent monies are available after payment of Operation Expenses as defined therein (ii) fund a sinking fund from twenty-five percent of excess revenues after payment of Operation Expenses, the Gaming Distribution Fund Payment, and after the Fire Rock Permanent Facility Account is fully funded (iii) fund a Fire Rock Permanent Facility Reserve Account in amounts sufficient, as determined by NNGE, to reserve funds for the construction, development, infrastructure and operation of a permanent gaming facility within the Gallup, New Mexico geographic area; and
- G. Under Section 5.9.4 of the Loan Agreement, the payments or distributions under Section 5.9 are due on June 30 of each year; and
- H. The Loan Agreement at Section 6.13 provides that NNGE shall not, unless the Navajo Nation consents, fail to conduct gaming at its casinos for more than ten consecutive days if such failure could reasonably be expected to have a material adverse effect; and
- I. The Síhasin Loan Agreement at Section 1.6 grants the Controller the authority to act on behalf of the Navajo Nation as the lender to grant or deny any approvals, waivers, consents, amendments, modifications or other functions to be performed by the Navajo Nation under the Síhasin Loan Agreement; and
- J. The Síhasin Loan Agreement at Section 6.10, provides that NNGE shall not fail to continuously operate the Síhasin Fund Project as described in the Síhasin Loan Agreement; and
- K. The Navajo Nation is currently under a State of Emergency due to the global pandemic related to coronavirus (COVID-

19), a high contagious and sometimes fatal respiratory virus. On January 30, 2020, the World Health Organization declared a Public Health Emergency of International Concern related to COVID-19 and on March 11, 2020, declared a global pandemic due to COVID-19. On January 31, 2020, the U.S. Department of Health and Human Services declared a Public Health Emergency related to COVID-19. On March 11, 2020, the Navajo Nation Commission on Emergency Management issued Resolution No. CEM-20-03-11, declaring a Public Health State of Emergency on the Navajo Nation due to COVID-19. On March 20, 2020, the Navajo Nation Department of Health issued Public Health Emergency Order No. 2020-003, ordering individuals living on the Navajo Nation to stay home except for essential activities, prohibiting visitors to the Navajo Nation, and closing all businesses on the Navajo except essential businesses; and

- L. On March 17, 2020, NNGE temporarily closed its facilities. See Exhibit 2 to Investment Committee Resolution No. NNICAP-07-20, attached hereto as **Exhibit C**; and
- M. NNGE, by letter dated April 10, 2020 to Controller Pearline Kirk from NNGE interim CEO Brian Parrish, attached as Exhibit 1 to Investment Committee Resolution No. NNICAP-07-20, attached hereto as **Exhibit C**, requested that the Nation consent to a waiver through December 31, 2020 of NNGE's obligations under Section 5.9 of the Loan Agreement due to the temporary closure of NNGE's casinos and associated lack of revenues. NNGE's letter requests:
 - 1. Relief from the required Gaming Distribution Fund Payment of \$5 million for 2019 and allow for NNGE usage of those funds; and
 - 2. Relief from required set asides of \$2.4 million for the Fire Rock Permanent Facility Reserve Account for 2019 and allow for usage of currently set aside funds of \$10.5 million in the Fire Rock Permanent Facility Reserve Account; and
 - 3. NNGE will use the funds designated for the Gaming Distribution Fund Payment first and the funds for the Fire Rock Permanent Facility Reserve Account second.

- N. Further, by letter dated April 10, 2020, to President Jonathan Nez and Controller Pearline Kirk from NNGE Interim CEO Brian Parrish, attached as Exhibit 2 to Investment Committee Resolution No. NNICAP-07-20, attached hereto as **Exhibit C**, NNGE provided Notice of a Potential Material Adverse Effect due to the temporary closure of NNGE facilities due to COVID-19 from March 17, 2020 until at least April 30, 2020, which notice is required under Section 7.1(g) of the Loan Agreement and Section 7.1(f) of the Sihasin Loan Agreement; and
- O. In addition, by letter dated April 10, 2020, to Controller Pearline Kirk from NNGE Interim CEO Brian Parrish, attached as Exhibit 3 to Investment Committee Resolution No. NNICAP-07-20, attached hereto as **Exhibit C**, NNGE stated that NNGE is seeking a waiver of all Events of Default under the Loan Agreement that arise or relate to the closure of the NNGE casinos and notice thereof through October 30, 2020 as well as a waiver of Navajo Nation's right to pursue remedies with respect to any Event of Default that arises during that same time frame; and
- P. The Investment Committee passed Resolution No. NNICAP-07-20, attached hereto as **Exhibit C**, which approved and recommended to the Budget and Finance Committee the consent to a waiver through December 31, 2020 of NNGE's 2019 payment obligations under Section 5.9 of the Loan Agreement as follows:
1. Waive NNGE's obligation to make the Gaming Distribution Fund Payment of \$5 million for 2019, provided the quarterly debt service payment due June 30, 2020 will be paid from the \$5 million within the Gaming Distribution Fund Payment unless the closure extends beyond June 8, 2020; and
 2. Waive NNGE's obligation to pay set asides of \$2.4 million for the Fire Rock Permanent Facility Reserve Account for 2019 and allow for usage of currently set aside funds of \$10.5 million for the Fire Rock Permanent Facility Reserve Funds, provided NNGE uses the \$2.4 million and \$10.5 million set-asides to cover fixed expenses during shut-down and ramp up; and

3. Consent to such waiver of payments provided further that NNGE and the Office of Controller will quantify any other available funding sources (i.e. CARES Act) to cover debt service, the Gaming Distribution Fund Payment, and set-asides, if applicable, as soon as practical if a closure continues beyond June 8, 2020.

Q. In response to NNGE's request and in keeping with the recommendation provided by Investment Committee Resolution No. NNICAP-07-20, attached hereto as **Exhibit B**, and also taking into account NNGE's request for relief from certain covenants and other requirements of the Loan Agreements, the Controller wishes to exercise her authority to grant certain relief to NNGE; however, due to the importance of this matter, including revenues loss to the Navajo Nation and a reduction in the Fire Rock Permanent Facility Reserve Account, the Controller now seeks the concurrence of the Budget and Finance Committee with her determination to act on behalf of the Navajo Nation as follows:

1. To suspend and defer all payment requirements under Section 5.9 of the Loan Agreement from March 17, 2019 through December 31, 2020 and to forebear from exercising any remedies with respect to the payments required under Section 5.9 during that time frame; provided, however, that NNGE shall pay the June 30, 2020 debt service payment due under Article 3 of the Loan Agreement from the monies that would have to the Gaming Distribution Fund Payment unless the closure continues beyond June 8, 2020; and
2. To allow NNGE to use the \$5 million that would have gone toward the Gaming Distribution Fund Payment, the \$2.4 million that would have gone to the Fire Rock Permanent Facility Reserve Fund and \$10.5 million that is currently set aside for the Fire Rock Permanent Facility to cover fixed expenses during shut-down and ramp up, provided that NNGE uses the Gaming Distribution Fund Payment monies first and the Fire Rock Permanent Facility Reserve Funds second; and
3. To reserve the right to require NNGE to make the Section 5.9 Gaming Distribution Fund Payment of \$5

million, the Fire Rock Permanent Facility Reserve Funds Payment of \$2.4 million and to replenish any funds used from the Fire Rock Permanent Facility Reserve Account from monies that may become available, including but not limited to funds from federal sources such as the CARES Act; and

4. To forebear from enforcing the NNGE covenants under Sections 6.13 of the Loan Agreement and Section 16.10 of the Sihasin Loan Agreement to continually operate its Casinos and the Sihasin Fund Project for the duration of the time period from March 17, 2020 through October 30, 2020 (the "Forbearance Period"); and
5. To consider granting forbearance with respect to any other specific covenants or loan requirements that may be violated that arise or relate to the closure of the Casinos and the Sihasin Fund Project during the Forbearance Period; and
6. If the closure continues beyond June 8, 2020 to require NNGE to promptly meet with the Controller to discuss how NNGE will make quarterly debt service payments due on September 30, 2020 and thereafter, taking into account all monies that may become available to NNGE, including but not limited to funds from federal sources such as the CARES Act.

- R. The Budget and Finance Committee now considers the recommendation of the Investment Committee and the reports of the Controller and NNGE presented during this meeting, and finds it is the best interests of the Nation (1) to accept the Investment Committee's direction to provide NNGE with certain relief from payment requirements of Section 5.9 of the Loan Agreement and (2) to grant further relief by forbearing from exercising during the Forbearance Period any remedies in connection with the Section 5.9 payment requirements and the specific covenants referenced above.

SECTION THREE. APPROVAL

- A. The Budget and Finance Committee hereby concurs with the determination of the Controller to take the following actions in response to the requests from NNGE:

1. With respect to NNGE's request to waive certain requirements of Section 5.9 as set forth in its letter dated April 10, 2020, attached as Exhibit 1 to Investment Committee Resolution No. NNICAP-07-20, attached as **Exhibit C**:

- a. To suspend and defer all payment requirements under Section 5.9 of the Loan Agreement from March 17, 2019 through December 31, 2020 and to forebear from exercising any remedies with respect to the payments required under Section 5.9 during that time frame; provided, however, that NNGE shall pay the June 30, 2020 debt service payment due under Article 3 of the Loan Agreement from the monies that would have gone to the Gaming Distribution Fund Payment unless the closure continues beyond June 8, 2020; and
- b. To allow NNGE to use the \$5 million that would have gone toward the Gaming Distribution Fund Payment for debt service payment, and to allow NNGE to use the \$2.4 Million that would have gone to Fire Rock Permanent Facility Reserve Fund and \$10.5 million that is currently set aside for the Fire Rock Permanent Facility for fixed expenses during shut-down and ramp up; and
- c. To reserve the right, at the sole discretion of the Controller, to require NNGE to make the Section 5.9 Gaming Distribution Fund Payment of \$5 million, the Fire Rock Permanent Facility Reserve Funds Payment of \$2.4 million and to replenish any funds used from the Fire Rock Permanent Facility Reserve Account from future revenues or from monies that may become available, including but not limited to funds from federal sources such as the CARES Act.
- d. If the closure continues beyond June 8, 2020, to require NNGE to promptly meet with the Controller to discuss how NNGE will make quarterly debt service payments due on September 30, 2020 and thereafter, taking into

account all monies that may become available to NNGE, including but not limited to funds from federal sources as the CARES Act.

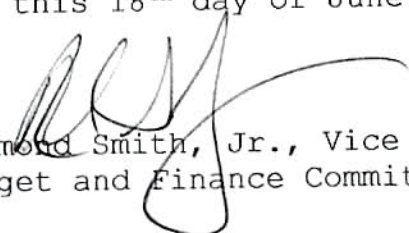
2. With respect to NNGE's request for a waiver of certain covenants, events of default and remedies as set forth in its letter dated April 10, 2020, attached as Exhibit 3 to Investment Committee Resolution No. NNICAP-07-20, attached hereto as **Exhibit C:**

- a. To forbear from enforcing the NNGE covenants under Sections 6.13 of the Loan Agreement and Section 16.10 of the Sihasin Loan Agreement to continually operate its Casinos and the Sihasin Fund Project respectively for the duration of the Forbearance Period, which is from March 17, 2020 through October 30, 2020; and
- b. To consider granting forbearance with respect to any other specific covenants or loan requirements that may be violated that arise or relate to the closure of the Casinos during the Forbearance Period; and
- c. To extend the Forbearance Period, at the sole discretion of the Controller, if in her judgement the current COVID-19 crisis so warrants.

- B. The Budget and Finance Committee further approves and delegates authority to the Controller to take any reasonable and necessary actions consistent with the intent of this Legislation and to effectuate the purposes of this Legislation.

CERTIFICATION

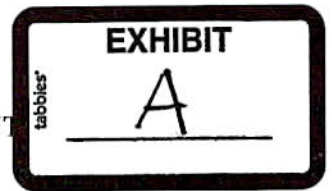
I, hereby, certify that the foregoing resolution was duly considered by the Budget and Finance Committee of the Navajo Nation Council at a duly called meeting held by teleconference at which a quorum was present and that the same was passed by a vote of 3 in favor and 1 opposed, this 18th day of June 2020.



Raymond Smith, Jr., Vice Chairperson
Budget and Finance Committee

Motion: Honorable Elmer P. Begay
Second: Honorable Nathaniel Brown

EXECUT



SECOND AMENDED, RESTATED AND CONSOLIDATED LOAN AGREEMENT

Effective as of December 1, 2017

between

NAVAJO NATION GAMING ENTERPRISE,

as the Borrower,

and

**NAVAJO NATION (LISTED IN THE *FEDERAL REGISTER* AS
NAVAJO NATION, ARIZONA, NEW MEXICO & UTAH),
acting by and through the Budget and Finance Committee of the Navajo Nation Council and
by the Navajo Nation Investment Committee,**

as the Lender

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SECOND AMENDED, RESTATED AND CONSOLIDATED LOAN AGREEMENT

This SECOND AMENDED, RESTATED AND CONSOLIDATED LOAN AGREEMENT (the "Agreement"), effective as of December 1, 2017 the ("Effective Date") is entered into by and between the **NAVAJO NATION GAMING ENTERPRISE**, an instrumentality and enterprise of the Nation (defined below), as the borrower (the "Borrower"), and the **NAVAJO NATION** (listed in the *Federal Register* as NAVAJO NATION, ARIZONA, NEW MEXICO & UTAH), a federally recognized Indian tribe (the "Nation"), acting by and through the Budget and Finance Committee of the Navajo Nation Council (the "Budget and Finance Committee") and by the Navajo Nation Investment Committee (the "Investment Committee"), as the lender (the "Lender").

RECITALS

WHEREAS, the Borrower is authorized by the Navajo Nation to develop and operate Navajo casinos within the Navajo Nation, which include: Fire Rock Navajo Casino, Flowing Water Navajo Casino, Northern Edge Navajo Casino and Twin Arrows Navajo Casino Resort collectively, the "Casinos";

WHEREAS, the Borrower and the Lender have previously entered into an Amended, Restated and Consolidated Loan Agreement dated April 3, 2012 (the "2012 Loan Agreement"), under which 2012 Loan Agreement, the Lender amended, restructured and consolidated certain loans made to the Borrower to finance the construction and other costs relating to the Casinos (the "Initial Loans") and to provide additional financing in the original principal amount of \$30,000,000 to the Borrower (the "2012 Additional Financing") for the expansion of a hotel located at Twin Arrows Navajo Casino Resort (the Initial Loans and the 2012 Additional Financing are referred to herein as the "2012 Consolidated Loan"); and

WHEREAS, as of the date of the 2012 Loan Agreement, the aggregate principal amount of the 2012 Consolidated Loan was \$212,078,943.13; and

WHEREAS, subsequent to the 2012 Loan Agreement, the Borrower and the Lender entered into a series of forbearance agreements as follows: (i) a Forbearance Agreement dated as of December 11, 2013, (ii) a First Amended and Restated Forbearance Agreement dated as of April 30, 2014, (iii) a Second Amended and Restated Forbearance Agreement dated as of August 31, 2014, and (iv) a Fourth Amended and Restated Forbearance Agreement dated January 9, 2015 (items (i) through (iv) referred to collectively as the "Forbearance Agreements"); and

WHEREAS, under the Forbearance Agreements, the Lender agreed to, among other things, forbear in the enforcement of the remedies set forth in the 2012 Loan Agreement upon the terms and conditions set forth therein; and

WHEREAS, the Forbearance Agreements arose from the Borrower's inability to comply with the payment and other terms of the 2012 Loan Agreement (the "Prior Defaults"); and

WHEREAS, the Budget and Finance Committee of the Navajo Nation Council (the "Budget and Finance Committee") is authorized to coordinate, oversee and regulate fiscal, financial, investment, contracting and audit policies of the Nation under 2 N.N.C. § 301(A) of the Navajo Nation Code; and

WHEREAS, the Budget and Finance Committee approved a term sheet and authorized the negotiation, execution by the President of the Nation and the delivery of documentation necessary to restructure the 2012 Consolidated Loan by Resolution No. BFN-39-17, adopted on November 21, 2017 (the "Budget and Finance Committee Resolution"); and

WHEREAS, the Budget and Finance Committee, in exercising its authority under 2 N.N.C. § 301(A), delegated to the Navajo Nation Investment Committee (the "Investment Committee") the authority to manage the Nation's investment programs as set forth in the Navajo Nation Master Investment Policies (the "Master Investment Policies") adopted by the Budget and Finance Committee pursuant to its Resolution No. BFJY-114-03, adopted on July 15, 2003, amended by its Resolution No. BFJA-01-08 adopted on January 24, 2008, amended by its Resolution No. BFJN-17-15 adopted on June 23, 2015; and most recently updated by its Resolution No. BFN-38-17 adopted on November 21, 2017; and

WHEREAS, the Master Investment Policies apply to investments made from the Permanent Fund of the Nation and other fiduciary funds of the Nation comprising the Master Trust Funds of the Nation;

WHEREAS, the 2012 Consolidated Loan, as restructured, amended and restated in this Agreement, will constitute a direct investment under Section 8.1(i) of the Master Investment Policies;

WHEREAS, pursuant to Investment Committee Resolution No. NNICOC-03-18 adopted on October 27, 2017, and the Budget and Finance Committee Resolution No. BFN-39-17 adopted on November 21, 2017, the Lender has agreed to the restructuring of the 2012 Consolidated Loan on the terms and subject to the conditions provided herein and in the other Loan Documents (as defined herein); and

WHEREAS, the principal amount of the Loan made by the Lender hereunder is \$208,189,025; and

WHEREAS, this Agreement and the Loan made hereunder will supersede and replace the 2012 Loan Agreement and the Forbearance Agreements.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND ACCOUNTING TERMS

1.1 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“Acquisition” means any transaction, or any series of related transactions, by which the Borrower directly or indirectly (i) acquires any going business or all or substantially all of the assets of any firm, partnership, joint venture, corporation or division thereof, or any other business entity, whether through purchase of assets, merger or otherwise, or (ii) acquires (in one transaction or as the most recent transaction in a series of transactions) control of at least a majority in ordinary voting power of the Securities of a corporation which have ordinary voting power for the election of directors, or (iii) acquires (in one transaction or as the most recent transaction in a series of transactions) control of a 50% or more ownership interest in any partnership, joint venture or other business entity.

“Administrative Fee” has the meaning given to such term in Section 3.9.

“Affiliate” means, as to any Person, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, “control” (and the correlative terms, “controlled by” and “under common control with”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of Securities or partnership or other ownership interests, by contract or otherwise). The Nation (except in its capacity as the Lender under the Loan Documents) shall be deemed to be an affiliate of the Borrower.

“Agreement” means this Second Amended, Restated and Consolidated Loan Agreement.

“Anti-Terrorism Law” means each of: (a) the Executive Order; (b) the Patriot Act; (c) the Money Laundering Control Act of 1986, 18 U.S.C. § 1956; and (d) any other Governmental Rule now or hereafter enacted to monitor, deter or otherwise prevent terrorism or the funding or support of terrorism.

“Applicable Compact” means the Arizona Compact and the New Mexico Compact.

“Applicable Interest Rate” means 6.22% per annum from the Closing Date through and including November 30, 2027, and thereafter, the interest rate shall be the rate required by the Navajo Nation Master Investment Policies as properly determined thereunder.

“Arizona Compact” means the tribal-state compact entered into between the Nation and the State of Arizona for the conduct of class III gaming pursuant to IGRA, executed by the State of Arizona on November 6, 2003, approved by the Secretary of the Interior on January 2, 2004 and effective as of January 16, 2004, as amended from time to time.

“Authorizing Resolution” means Resolution No. NNGEAPR-01-18 adopted on April 5, 2018 by the Enterprise Board.

“Bond Financing Act” means 12 N.N.C. § 1300, et. seq.

“Borrower” has the meaning given to such term in the first paragraph of this Agreement.

“Budget and Finance Committee” has the meaning given to such term in the first paragraph of this Agreement.

"Business Day" means any day on which commercial banks in Window Rock, Arizona, and the offices of the Lender are not authorized or required to close.

"Capital Expenditure" means any expenditure that is considered a capital expenditure under GAAP, consistently applied, including any amount that is required to be treated as an asset subject to a Capital Lease.

"Capital Lease" means, as to any Person, a lease of any Property by that Person as lessee that is, or should be in accordance with Financial Accounting Standards Board Statement No. 13, as amended from time to time, or if such Statement is not then in effect, such other statement of GAAP as may be applicable, recorded as a "capital lease" on the balance sheet of that Person prepared in accordance with GAAP.

"Capital Lease Obligation" means, as to any Person at the time any determination thereof is to be made, the amount of the liability in respect of a Capital Lease that would at such time be so required to be capitalized on the balance sheet of such Person in accordance with GAAP.

"Cash" means all cash or currency of the United States of America that is legal tender for all public and private debts.

"Cash Equivalents" means, when used in connection with any Person, that Person's Investments in: (a) Government Securities due within one year after the date of the making of the Investment; (b) readily marketable direct obligations of any State of the United States of America or any political subdivision of any such State given on the date of such investment the highest rating obtainable from Moody's Investors Service, Inc. or Standard and Poor's Ratings Services, in each case due within one year after the date of the making of the Investment; (c) certificates of deposit issued by, bank deposits in, eurodollar deposits through, bankers' acceptances of, and reverse repurchase agreements covering Government Securities executed by, any bank, savings and loan or savings bank doing business in and incorporated under the Laws of the United States of America or any State thereof and having on the date of such Investment combined capital, surplus and undivided profits of at least \$250,000,000, in each case due within one year after the date of the making of the Investment; (d) certificates of deposit issued by, bank deposits in, eurodollar deposits through, bankers' acceptances of, and reverse repurchase agreements covering Government Securities executed by, any branch or office located in the United States of America of a bank incorporated under the Laws of any jurisdiction outside the United States of America having on the date of such Investment combined capital, surplus and undivided profits of at least \$500,000,000, in each case due within one year after the date of the making of the Investment; and (e) money market accounts or readily redeemable money market mutual funds with any financial institution sponsored by a bank, savings and loan or savings bank meeting the requirements in clause (c) or (d) above that has and maintains an investment policy limiting its investments primarily to instruments of the types described in clauses (a), (b), (c) and (d) above.

"Casinos" means, collectively, the Fire Rock Navajo Casino, the Flowing Water Navajo Casino, the Northern Edge Navajo Casino and the Twin Arrows Navajo Casino Resort.

"Casualty Event" means, with respect to any Property of any Person, any loss of or damage to, or any condemnation or other taking of, such Property for which such Person or any Affiliate of

such Person receives insurance proceeds, or proceeds of a condemnation award or other compensation.

"Closing Date" means the first Business Day on which all of the conditions contained in Section 8.1 have been satisfied or waived.

"Collateral" means, collectively, all Property of the Borrower subject to the Liens, or intended to be subject to the Liens, created by the Collateral Documents.

"Collateral Documents" means, collectively, the Security Agreement, each Control Agreement and any other pledge agreement, hypothecation agreement, security agreement, assignment, deed of trust, mortgage or other instrument or agreement executed by the Borrower or any other Person that pledges, grants, assigns, hypothecates or otherwise transfers an interest in personal property to the Lender to secure the Obligations.

"Collection Bank" means any entity designated as a Collection Bank under the Depository Agreement and subject to a Control Agreement.

"Commission" means the Navajo Hopi Land Commission Office, a program under the Office of the President of the Navajo Nation established pursuant to 2 N.N.C. § 2021 and pursuant to its Plan of Operation is responsible for the administration and use of the Navajo Rehabilitation Trust Funds under the President's direction as authorized by P.L. 100-666.

"Commission Loan" means the loan to the Borrower from the Commission in the original principal amount of \$3,715,777 made on January 19, 2011, which loan was modified on January 9, 2015 to restate the outstanding principal amount in the amount of \$3,742,452, with an interest rate of ten percent (10%) per annum and a maturity date of January 9, 2045, the proceeds of which were used to pay costs for development of the Twin Arrows Navajo Casino Resort, as the same may be amended from time to time.

"Compliance Certificate" means a certificate substantially in the form of Exhibit A, properly completed and signed by a Senior Officer of the Borrower.

"Contingent Obligation" means, as to any Person, any (a) direct or indirect guarantee of Indebtedness of, or other obligation performable by, any other Person, including any endorsement (other than for collection or deposit in the ordinary course of business), co-making or sale with recourse of the obligations of any other Person or (b) contractual assurance (not arising solely by operation of Law) given to an obligee with respect to the performance of an obligation by, or the financial condition of, any other Person, whether direct, indirect or contingent, including any purchase or repurchase agreement covering such obligation or any collateral security therefor, any agreement to provide funds (by means of loans, capital contributions or otherwise) to such other Person, any agreement to support the solvency or level of any balance sheet item to such other Person, or any other arrangement of whatever nature having the effect of assuring or holding harmless any obligee against loss with respect to any obligation of such other Person including any "keep-well", "take-or-pay" or "through put" agreement or arrangement. As of each date of determination, the amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation (unless the Contingent Obligation is limited by its terms to a lesser amount, in which case to the extent of such amount) or,

if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the Person in good faith.

“Control Agreement” means an agreement among the Borrower, the Lender and the Collection Bank or any other depository bank or securities intermediary, with respect to a deposit account or securities account, as applicable, to secure the Loan, which is in form and substance acceptable to the Lender in its discretion.

“Controller” means the Person appointed as the controller of the Nation pursuant to 12 N.N.C. § 201 et seq., and serving in such capacity as contemplated by 12 N.N.C. § 201 et seq. The Controller serves as Chairperson of the Investment Committee and is thereby responsible to the Council and the Budget and Finance Committee for the proper execution of the investment program of the Nation pursuant to 12 N.N.C. § 203(I). As of the Closing Date, the Controller is Ms. Pearline Kirk.

“Council” means the Navajo Nation Council established pursuant to 2 N.N.C. § 101 et seq.

“Debtor Relief Laws” means the Bankruptcy Code of the United States of America, as amended from time to time, and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws from time to time in effect affecting the rights of creditors generally.

“Default” means any event that, with the giving of any applicable notice or passage of time, or both, would constitute an Event of Default.

“Default Rate” has the meaning set forth in Section 3.3.

“Depository” means Navajo Nation, acting by and through the Office of the Controller or any bank or trust company that assumes the obligations of Depository under the Depository Agreement in accordance with Section 7 of the Depository Agreement, acting in such capacity pursuant to the terms of the Depository Agreement.

“Depository Agreement” means the Second Amended, Restated and Consolidated Depository Agreement dated as of December 1, 2017 entered into by and among the Borrower, the Lender and the Depository, as the same hereafter may be amended, supplemented, restated or replaced from time to time.

“Designated Person” means any Person who (i) is named on the list of Specially Designated Nationals or Blocked Persons maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control and/or any other similar lists maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control pursuant to authorizing statute, executive order or regulation, (ii) (A) is a Person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of the Executive Order or any related legislation or any other similar executive order(s) or (B) engages in any dealings or transactions prohibited by Section 2 of the Executive Order or is otherwise associated with any such Person in any manner violative of Section 2 of the Executive Order or (iii) (X) is an agency of the government of a country, (Y) an organization controlled by a country, or (Z) a Person resident in a country that is subject to a sanctions program identified on the list maintained by the U.S. Department of the Treasury’s

Office of Foreign Assets Control, or as otherwise published from time to time, as such program may be applicable to such agency, organization or Person.

"Disposition" means any sale, assignment, lease, transfer or other disposition of any of the Borrower's Property (whether now owned or hereafter acquired) in any single transaction or series of related transactions of any individual asset, or group of related assets.

"Distributions" means, without duplication, (a) any transfer of Cash or other Property from the Borrower or any account of the Borrower to the Nation (including any chapter thereof) or a Person for the benefit of the Nation (including any chapter thereof), any Member or any Affiliate of the Borrower or to their respective accounts, (b) the declaration or payment by the Borrower of any dividend or distribution to the Nation (including any chapter thereof) or a Person for the benefit of the Nation (including any chapter thereof), any Member or any Affiliate of the Borrower in Cash or in Property, (c) any Investment (whether by means of loans, advances or otherwise) by the Borrower in Securities or other obligations of the Nation (including any chapter thereof) or a Person for the benefit of the Nation (including any chapter thereof), any Member or any Affiliate of the Borrower, or (d) any other payment, assignment or transfer, whether in Cash or other Property, from the Borrower to the Nation (including any chapter thereof) or a Person for the benefit of the Nation (including any chapter thereof), any Member or any Affiliate of the Borrower. Distributions shall not include (i) payments for goods, materials or services to the Nation (including any chapter thereof), any Member or Affiliates of the Borrower or the Nation (including any chapter thereof) upon terms no less favorable to the Borrower than would exist if made to non-tribal members (or Affiliates of the Borrower or the Nation (including any chapter thereof)), so long as, in each case, such payments are made in the ordinary course of the Borrower's business and are treated as operating expenses on the Borrower's financial statements or (ii) any payments, assignments, transfers or other similar actions in favor of or for the benefit of the Lender that are required by this Agreement and the other Loan Documents (including payment of principal and interest).

"Dollars", "dollars" or "\$" means United States dollars.

"EBITDA" means, for any period, (a) Net Income (as defined below) for that period, plus (b) Interest Expense with respect to Indebtedness to the extent deducted in arriving at such Net Income for that period, plus (c) the aggregate amount (without duplication) of federal, state or tribal taxes on or measured by income of Borrower for that period (whether or not payable during that period and to the extent deducted in arriving at Net Income), plus (d) depreciation and amortization of Borrower attributable to the Casino operations for that period (to the extent deducted in arriving at Net Income), plus (e) any other non-cash charges, in each case as determined in accordance with GAAP.

"Enterprise Board" means the Board of Directors of the Borrower.

"ERISA" means the Employee Retirement Income Security Act of 1974, and any regulations issued pursuant thereto, as amended or replaced and as in effect from time to time.

"ERISA Affiliate" means, with respect to any Person, any Person (or any trade or business, whether or not incorporated) that is under common control with that Person within the meaning of

Section 414 of the Internal Revenue Code of 1986, Title 26, U.S.C., as amended or replaced and as in effect from time to time.

“Event of Default” has the meaning given to such term in Section 9.1.

“Executive Order” means Executive Order No. 13224 on Terrorist Financings: - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism issued on 23rd September, 2001.

“Extended Maturity Date” means November 30, 2047.

“Feasibility Study” has the meaning given to such term in Section 2.54.

“Fire Rock Navajo Casino” means the casino commonly known as the Fire Rock Navajo Casino and entertainment complex owned and operated by the Borrower, located upon the Nation’s land in New Mexico, consisting, in part, of approximately 890 class III slot machines and various table games, together with restaurants, entertainment and other related facilities, together with all support facilities and improvements appurtenant or related thereto, as it exists from time to time (including as expanded from time to time).

“Fiscal Quarter” means a fiscal quarter of the Borrower consisting of a three month fiscal period ending on each March 31, June 30, September 30 and December 31.

“Fiscal Year” means a fiscal year of the Borrower consisting of a twelve month fiscal period ending on each December 31.

“Flowing Water Navajo Casino” means the casino commonly known as the Flowing Water Navajo Casino owned and operated by the Borrower, located on the Nation’s land in San Juan County, New Mexico, consisting, in part, of approximately 130 class II and class III gaming devices, together with a “grab-n-go” food venue and related guest amenities, together with all support facilities and improvements appurtenant or related thereto, as it exists from time to time (including as expanded from time to time).

“GAAP” means, as of any date of determination, accounting principles set forth as generally accepted in the United States of America in currently effective opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and in statements of the Financial Accounting Standards Board, together with interpretive rulings and bulletins issued in connection therewith. The term “consistently applied,” as used in connection therewith, means that the accounting principles applied are consistent in all material respects to those applied at prior dates or for prior periods.

“Gaming Board” means, collectively, (a) the state gaming agency, state gaming control board or similar Governmental Agency of the States of Arizona and New Mexico, (b) the National Indian Gaming Commission, (c) the Gaming Regulatory Office, and (d) any other Governmental Agency that holds or exercises licensing or permit authority over gambling, gaming or casino activities conducted by the Borrower within its jurisdiction.

“Gaming Distribution Plan” means the revenue allocation plan regarding the allocation of gaming revenues of the Borrower adopted by the Nation on July 25, 2008 as codified in 12 N.N.C. § 2201 et seq., in accordance with the laws of the Nation and, to the extent required under applicable law, that has been approved by the Secretary of the Interior.

“Gaming Laws” means IGRA, the Gaming Ordinance and all other Laws pursuant to which any Gaming Board holds or exercises licensing or permit authority over gambling, gaming, or casino activities conducted by the Borrower within its jurisdiction.

“Gaming Ordinance” means the Ordinance for the Regulation of Gaming Activities within the Navajo Nation adopted by the Nation on October 16, 2001, codified at 5 N.N.C. § 2001 et seq., as amended from time to time, and as approved by the National Indian Gaming Commission pursuant to 25 U.S.C. § 2710(e).

“Gaming Regulatory Office” means the Navajo Gaming Regulatory Office established pursuant to Section 2006 of the Gaming Ordinance.

“Government Securities” means readily marketable direct full faith and credit obligations of the United States of America or obligations unconditionally guaranteed by the full faith and credit of the United States of America.

“Governmental Agency” means (a) any international, foreign, federal, tribal, state, county or municipal government, or political subdivision thereof, (b) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, (c) any court, administrative tribunal or public utility, or (d) any arbitration tribunal or other non-governmental authority to whose jurisdiction a Person has consented.

“Hazardous Materials” means substances defined as hazardous substances pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., or as hazardous, toxic or pollutant pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or in any other applicable Hazardous Materials Law, in each case as such laws are amended from time to time.

“Hazardous Materials Laws” means all federal, tribal, applicable state or applicable local laws, ordinances, rules or regulations governing the disposal of Hazardous Materials, to the extent applicable.

“IGRA” means the federal Indian Gaming Regulatory Act of 1988, as amended, codified at 25 U.S.C. § 2701 et seq., as amended.

“Indebtedness” means, as to any Person on any date of determination, without duplication, (a) all indebtedness of such Person for borrowed money (including obligations to repurchase receivables and other assets sold with recourse and the Loan), (b) that portion of the obligations of such Person under Capital Leases which should properly be recorded as a liability on a balance sheet of that Person prepared in accordance with GAAP, (c) any obligation of such Person that is evidenced by a promissory note or other instrument representing an extension of credit to such Person, whether or not for borrowed money, (d) any obligation of such Person for the deferred

purchase price of Property or services (other than trade or other accounts payable in the ordinary course of business in accordance with customary terms not exceeding 90 days past the date of invoice), (e) any obligation of such Person that is secured by a Lien on assets of such Person, whether or not that Person has assumed such obligation or whether or not such obligation is nonrecourse to the credit of such Person, (f) obligations of such Person arising under acceptance facilities or under facilities for the discount of accounts receivable of such Person, (g) obligations of such Person under letters of credit issued for the account of such Person, (h) any Contingent Obligation of such Person and (i) with respect to any Rate Contracts, on a net marked-to-market basis. To the extent not included above, "Indebtedness" shall include the Loan, the Utility Loan, the Commission Loan and all other Obligations.

"Initial Loans" has the meaning given to such term in the Recitals.

"Initial Maturity Date" means November 30, 2032.

"Intercreditor Agreement" means the Amended, Restated and Consolidated Intercreditor and Subordination Agreement dated as of April 3, 2012 among the Lender, the Navajo Tribal Utility Authority, the Commission and the Borrower relating to the Loan, the Utility Loan and the Commission Loan, as the same may be amended from time to time.

"Investment" means, when used in connection with any Person, any investment by or of that Person, whether by means of purchase or other acquisition of capital stock or other Securities of any other Person or by means of loan, advance, capital contribution, guaranty or other debt or equity participation or interest, or otherwise, in any other Person, including any partnership and joint venture interests of such Person in any other Person. The amount of any Investment shall be the amount actually invested, without adjustment for increases or decreases in the value of such Investment.

"Investment Committee" has the meaning given to such term in the first paragraph of this Agreement.

"Laws" means, collectively, all international, foreign, federal, tribal, applicable state and applicable local constitutions, statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents.

"Lease Agreement" means, collectively, (a) the Business Site Lease dated January 7, 2011 between the Navajo Nation, Division of Economic Development (as lessor) and the Borrower (as lessee) for Borrower's use of the land upon which the Northern Edge Navajo Casino is located and operated, as the same may be modified, amended or supplemented from time to time, (b) the Business Site Lease executed on or about January 11, 2011, between the Navajo Nation, Division of Economic Development (as lessor) and the Borrower (as lessee) for Borrower's use of the land upon which the Twin Arrows Navajo Casino Resort is located and operated, as the same may be modified, amended or supplemented from time to time, (c) the Business Site Lease dated April 11, 2008 between the Navajo Nation, Division of Economic Development (as lessor), and the Borrower (as lessee) for Borrower's use of the land upon which the Fire Rock Casino is located and operated, as the same may be modified, amended or supplemented from time to time, and, (d) the Business Site Lease dated July 21, 2010 between the Navajo Nation, Division of Economic

Development (as lessor) and the Borrower (as lessee) for Borrower's use of the land upon which the Flowing Water Navajo Casino is located and operated, as the same may be modified, amended or supplemented from time to time.

"Lender" has the meaning given to such term in the first paragraph of this Agreement.

"Lender's Office" means the Lender's address as set forth on the signature pages of this Agreement, or such other address as the Lender hereafter may designate by written notice to the Borrower.

"Leverage Ratio" means, as of any date of calculation the last day of any Rolling Fiscal Year, the ratio of (a) Indebtedness outstanding on such date to (b) EBITDA for the Rolling Fiscal Year ending on such date.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, lien or charge of any kind, whether voluntarily incurred or arising by operation of Law or otherwise, affecting any Property, including any agreement to grant any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security interest, and/or the filing of or agreement to give any financing statement under the Uniform Commercial Code or comparable Law of any jurisdiction with respect to any Property.

"Loan" means the loans made by the Lender to the Borrower pursuant to this Agreement.

"Loan Documents" means, collectively, this Agreement, any Note, the Collateral Documents, the Depository Agreement, the Intercreditor Agreement, and all other agreements of any type or nature heretofore or hereafter executed and delivered by the Borrower or any of its Affiliates to the Lender in any way relating to or in furtherance of this Agreement.

"Maintenance Capital Expenditures" shall mean (a) a Capital Expenditure for the maintenance, repair, restoration or refurbishment of portions of any Casino, but excluding any Capital Expenditure which adds to or expands the footprint of any Casino, or, (b) a Capital Expenditure for the purchase of gaming devices and related equipment at any Casino.

"Material Adverse Effect" means any circumstance or event or any set of circumstances or events which (a) could have any material adverse effect whatsoever upon the validity or enforceability of any provision of any Loan Document, (b) may reasonably be expected to be material and adverse to the business, Property, operations, condition (financial or otherwise) or the prospects of the Borrower, (c) materially impairs or could materially impair the ability of the Borrower to perform its Obligations under the Loan Documents, (d) could result in the Borrower not being able to conduct class II gaming or class III gaming, or (e) materially impairs or could materially impair the ability of the Lender to enforce any of the Obligations or any of the benefits intended to be created and conveyed by the Loan Documents, including the Liens created by the Collateral Documents.

"Material Documents" means, collectively, the Authorizing Resolution, the Lease Agreement, the Gaming Distribution Plan, the Applicable Compact and the Gaming Ordinance.

"Maturity Date" means the Initial Maturity Date or if Borrower exercises its option to extend the maturity date of the Loan, the Extended Maturity Date.

"Members" means the enrolled tribal members of the Nation and their respective immediate family members.

"Nation" has the meaning given to such term in the first paragraph of this Agreement.

"Navajo Nation UCC" means the Navajo Uniform Commercial Code, codified at 5A N.N.C. § 1-101 et seq.

"Negative Pledge" means any covenant binding on the Borrower that prohibits the creation of Liens on any of its Property.

"Net Available Proceeds" means: (a) in the case of any Disposition, the aggregate amount of all cash payments, and the fair market value of any non-cash consideration, received by the Borrower and its Subsidiaries directly or indirectly in connection with such Disposition; provided, that such cash payments and non-cash consideration shall be net of the amount of any reasonable legal, title and recording expenses, and commissions paid by the Borrower in connection with such Disposition; and (b) in the case of any Casualty Event, the aggregate amount of proceeds of insurance, condemnation awards and other compensation received in respect of such Casualty Event net of the amount of any reasonable legal, title and recording expenses, and commissions paid by the Borrower in connection therewith.

"Net Income" means, with respect to any period, the net income from continuing operations of the Borrower, determined in accordance with GAAP, consistently applied.

"New Mexico Compact" means the tribal-state compact entered into between the Nation and the State of New Mexico pursuant to IGRA dated April 13, 2015, and effective as of June 22, 2015.

"Northern Edge Navajo Casino" means the casino commonly known as the Northern Edge Navajo Casino and entertainment complex owned and operated by the Borrower, located on the Nation's land in New Mexico, consisting, in part, of approximately 750 class III slot machines and various table games, together with restaurants, entertainment and other related facilities, together with all support facilities and improvements appurtenant or related thereto, as may exist from time to time (including as expanded from time to time).

"Note" means the Second Amended, Restated and Consolidated Promissory Note dated December 1, 2017 in the amount of \$208,189,025, made by the Borrower in favor of the Lender, which Note evidences the Loan made hereunder.

"Obligations" means and includes all loans, advances, debts, liabilities and obligations, howsoever arising, owed or owing by the Borrower to the Lender of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising pursuant to the terms of any of the Loan Documents or relating to other Indebtedness of Borrower to Lender, including without limitation all interest (including interest that accrues after

the commencement of any bankruptcy or other insolvency proceeding by or against the Borrower, whether or not allowed or allowable), fees, charges, expenses, attorneys' fees and accountants' fees chargeable to and payable by the Borrower hereunder and thereunder.

"Opening Date" shall mean the date on which any Casino first commences business and is open to the public.

"Operating Accounts" means any deposit accounts used by the Borrower described in Schedule 4.22, and each other deposit, savings, brokerage or similar account hereafter established by the Borrower.

"Operation Expenses" means the uses of gaming revenues referenced in 12 N.N.C. § 2204, which include, but are not limited to payments of: operating expenses, debt service payments on all outstanding loans, annual capital expenditures (inclusive of Maintenance Capital Expenditures, gaming machine capital expenditures, and capital expenditure reserves), funding of operating reserves, expenses for economic development projects, and other expenditures for the improvement of the Borrower's operations; provided, however, that Operation Expenses do not include Gaming Distribution Fund Payments, Sinking Fund Payments, or Fire Rock Permanent Facility Reserve Account Payments.

"Other Taxes" has the meaning give to such term in Section 3.8(a).

"Participating Gaming Device" means any equipment directly used in a game of chance, in which the only interest of the Borrower is a portion of the revenues derived therefrom, as established by contract with the owner or lessor of such equipment.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 (commonly known as the USA Patriot Act) as originally enacted or as may be amended from time to time.

"Payment Date" means the last Business Day of each calendar quarter occurring after the Closing Date.

"Permitted Liens" has the meaning given to such term in Section 6.6.

"Person" means any entity, whether an individual, trustee, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, joint stock company, trust, estate, unincorporated organization, business association, tribe, instrumentality, enterprise (including the Borrower), firm, joint venture, Governmental Agency, or otherwise.

"Prior Defaults" has the meaning given to such term in the Recitals.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Rate Contract(s)" means one or more written agreements between Borrower and one or more financial institutions with respect to any swap, cap, collar, hedge, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or

more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“Real Property” means the real property upon which the Casinos, including the Twin Arrows Hotel Expansion, are or will be located, including the Improvements thereon.

“Regulations T, U and X” means Regulations T, U and X, respectively, as at any time amended, of the Board of Governors of the Federal Reserve System, or any other regulations in substance substituted therefor.

“Requirement of Law” means, as to any Person, the formation document, the articles or certificate of incorporation and bylaws, the partnership agreement and any related certificate of partnership, or other organizational or governing documents of such Person, and any Law, or judgment, order, award, decree, writ or determination of a Governmental Agency, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

“Revenues” has the meaning given to such term in the Security Agreement.

“Rolling Fiscal Year” means each period of four trailing Fiscal Quarters ending on the last day of each Fiscal Quarter.

“Securities” means any capital stock, share, voting trust certificate, bonds, debentures, notes or other evidences of indebtedness, limited partnership interests, or any warrant, option or other right to purchase or acquire any of the foregoing.

“Security Agreement” means the Amended, Restated and Consolidated Security Agreement dated as of April 3, 2012, executed by the Borrower in favor of the Lender, as the same may be affirmed, amended, modified or restated from time to time.

“Senior Officer” means in all cases the Chairperson and Vice Chairperson of the Enterprise Board, the Chief Executive Officer, and the Chief Financial Officer of the Borrower or any other individual specifically authorized in a resolution adopted by the Borrower to the extent authorized therein; provided, that, with respect to anyone so authorized, the Lender receives (i) an incumbency certificate which identifies such individual(s) and (ii) a copy of such resolution(s). Subject to the preceding sentence, each Senior Officer (whether denominated as an officer of the Borrower or of the Casinos) shall be conclusively presumed to be authorized to act on behalf of the Borrower with respect to the transactions contemplated by the Loan Documents.

“Subsidiary” means, as of any date of determination and with respect to any Person, any other corporation, partnership, instrumentality, enterprise or other business entity (whether or not, in either case, characterized as such or as a “joint venture”), whether now existing or hereafter organized or acquired: (a) in the case of a corporation, of which a majority of the securities having ordinary voting power for the election of directors or other governing body (other than securities having such power only by reason of the happening of a contingency) are at the time beneficially owned by such Person and/or one or more Subsidiaries of such Person, or (b) in the case of a partnership or other business entity, of which a majority of the partnership or other ownership

interests are at the time beneficially owned by such Person and/or one or more of its Subsidiaries or the management of which is otherwise controlled directly, or indirectly through one or more of such Person.

“Taxes” has the meaning given to such term in Section 3.8(a).

“Twin Arrows Navajo Casino Resort” means the casino and entertainment complex to be owned and operated by the Borrower, located on the Nation’s land in Twin Arrows, Arizona, consisting, in part, of approximately 1,089 class III slot machines and various table games, restaurants, a gift shop and a hotel with 200 guest rooms, meeting and convention space, together with all support facilities and improvements appurtenant or related thereto, as may exist from time to time (including as expanded from time to time).

“Utility Loan” means, collectively, (a) the loan to the Borrower from the Navajo Tribal Utility Authority pursuant to Loan Agreement dated July 15, 2011, as modified by a Modification dated January 9, 2015, in the original principal amount of \$15,500,000 and restated on January 9, 2015 in the principal amount of \$23,474,155, with an interest rate of nine percent (9%) per annum, for a term not to exceed seven (7) years, the proceeds of which were used to pay costs for development of utilities and infrastructure necessary for the operation of the Twin Arrows Navajo Casino Resort, (b) the loan to the Borrower from the Navajo Tribal Utility Authority pursuant to Loan Agreement dated August 12, 2010, as modified by a Modification dated January 9, 2015, in the original principal amount of \$550,000 and restated on January 9, 2015 in the principal amount of \$522,432 with an interest rate of nine percent (9%) per annum, for a term of seven (7) years, the proceeds of which were used to pay costs for development of utilities and infrastructure necessary for the operation of the Flowing Water Navajo Casino, and (c) the loan to the Borrower from the Navajo Tribal Utility Authority pursuant to Loan Agreement dated December 21, 2010, as modified by a Modification dated January 9, 2015, in the original principal amount of \$7,300,000 and restated on January 9, 2015 in the principal amount of \$10,462,491 with an interest rate of nine percent (9%) per annum, for a term of seven (7) years, the proceeds of which were used to pay the costs of development of utilities and infrastructure necessary for the operation of the Northern Edge Navajo Casino.

Accounting Terms.

Except as otherwise provided herein, all accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Borrower’s audited financial statements, except as otherwise specifically prescribed herein.

If at any time any change in GAAP would affect the computation of any requirement set forth in any Loan Document, and either Borrower or the Lender shall so request, the Lender and Borrower shall negotiate in good faith to amend such requirement to preserve the original intent thereof in light of such change in GAAP.

1.2 Use of Defined Terms. Any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any one or more of the members of the relevant class.

1.3 References.

(a) References in this Agreement to "Recitals," "Sections," "Exhibits" and "Schedules" are to recitals, sections, exhibits and schedules herein and hereto unless otherwise indicated. A matter disclosed on any schedule shall be deemed disclosed on all schedules.

(b) References in this Agreement or any other Loan Document to any document, instrument or agreement (i) shall include all exhibits, schedules and other attachments thereto, (ii) shall include all documents, instruments or agreements issued or executed in replacement thereof if such replacement is permitted hereby, and (iii) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, restated, modified, extended and supplemented from time to time and in effect at any given time if such amendment, restatement, modification, extension or supplement is permitted hereby.

(c) References in this Agreement or any other Loan Document to any Law (i) shall include any successor Law, (ii) shall include all rules and regulations promulgated under such Law (or any successor Law), and (iii) shall mean such Law (or successor Law) and such rules and regulations, as amended, modified, codified or reenacted from time to time and in effect at any given time.

(d) References in this Agreement or any other Loan Document to any Person in a particular capacity (i) shall include any successors to and permitted assigns of such Person in that capacity and (ii) shall exclude such Person individually or in any other capacity.

1.4 Time. All references in this Agreement and each of the other Loan Documents to a time of day shall mean Window Rock, Arizona time, unless otherwise indicated.

1.5 Interpretation. In this Agreement, unless otherwise indicated, the singular includes the plural and plural the singular; words importing any gender include the other gender; references to statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections), exhibits, annexes or schedules are to this Agreement; references to Persons include their respective permitted successors and assigns and, in the case of governmental Persons, Persons succeeding to their respective functions and capacities; the term "or" is disjunctive; the term "and" is conjunctive; the term "shall" is mandatory; and the term "may" is permissive.

1.6 Role of the Controller. Notwithstanding anything to the contrary herein, all actions, approvals, waivers, consents, amendments, modifications or other functions to be

performed by the Lender under the Loan Documents shall be valid so long as such action, approval, waiver, consent, amendment, modification or other function is performed, provided or executed (as applicable) by (a) the Controller, on behalf of the Lender, or (b) such other Person expressly designated by the Controller in writing, to the extent of such designation.

1.7 Forbearance Agreements. The Forbearance Agreements shall be deemed terminated and obligations arising thereunder shall be deemed satisfied or otherwise waived as of December 1, 2017.

1.8 Amendment, Restatement and Release.

(a) *Amendment and Restatement; No Novation.* On the Closing Date, the 2012 Loan Agreement shall be amended and restated in its entirety by this Agreement and (i) all references to the 2012 Loan Agreement in any Loan Document (as defined in the 2012 Loan Agreement, the "Existing Loan Documents") other than this Agreement (including in any amendment, waiver or consent) shall be deemed to refer to the 2012 Loan Agreement as amended and restated hereby, (ii) all references to any section (or subsection) of the 2012 Loan Agreement in any Existing Loan Document (but not herein) shall be amended to be, *mutatis mutandis*, references to the corresponding provisions of this Agreement and (iii) except as the context otherwise provides, all references to this Agreement herein (including for purposes of indemnification and reimbursement of fees) shall be deemed to be reference to the 2012 Loan Agreement as amended and restated hereby. This Agreement and any Note issued hereunder is not intended to constitute, and does not constitute, a novation of the Indebtedness, obligations and liabilities under the 2012 Loan Agreement (including the Obligations) or under the other Existing Loan Documents (including the notes issued under the 2012 Loan Agreement) or to evidence payment of all or any portion of such Indebtedness, obligations and liabilities.

(b) *Effect on 2012 Loan Agreement and on the Obligations.* On and after the Closing Date, (i) the 2012 Loan Agreement shall be of no further force and effect except as combined and amended and restated hereby and except to evidence (A) the incurrence by Borrower of the "Obligations" under and as defined therein (whether or not such "Obligations" are contingent as of the Closing Date), (B) the representations and warranties made by Borrower prior to the Closing Date and (C) any action or omission performed or required to be performed pursuant to such 2012 Loan Agreement or Existing Loan Documents prior to the Closing Date (including any failure, prior to the Closing Date, to comply with the covenants contained in such 2012 Loan Agreement or Existing Loan Documents) and (ii) the terms and conditions of this Agreement and Lender's rights and remedies under the Loan Documents, shall apply to all Obligations incurred under the 2012 Loan Agreement and the notes issued thereunder.

(c) *No Implied Waivers.* Except for the Prior Defaults covered by the Forbearance Agreements or as expressly provided in any Loan Document, this Agreement (i) shall not cure any breach of the 2012 Loan Agreement or any "Default" or "Event of Default" thereunder existing prior to the date hereof and (ii) is limited as written and is not a consent to any other modification of any term or condition of any Loan Document, each of which shall remain in full force and effect except as amended on the Closing Date.

(d) *Reaffirmation of Liens.* The Borrower reaffirms the Liens granted pursuant to all Existing Loan Documents and hereby confirms that such Liens shall continue in full force and effect during the term of this Agreement and any renewals or extensions thereof and shall continue to secure the Obligations.

(e) *Release.* The Borrower acknowledges that, as of the Closing Date, the Lender has fully and satisfactorily performed all acts on Lender's part to be performed under the Loan Documents and no commitments remain outstanding under the 2012 Loan Agreement. The Borrower hereby releases the Lender and its respective successors and assigns from all demands, actions, causes of action, demands and any and all other claims, known or unknown, both at law and in equity, which the Borrower or any of its respective successors, assigns or other legal representatives may now or hereafter have or claim to have against the Lender.

ARTICLE 2 THE LOAN

2.1 The Loan - General. Subject to the terms and conditions of this Agreement and in reliance upon the representations and warranties of Borrower contained herein, the 2012 Consolidated Loan made to the Borrower by Lender under the 2012 Loan Agreement and all outstanding amounts thereof held by Lender as of the date hereof shall be continued, amended and restated under this Agreement. The continuation, amendment and restatement of such 2012 Consolidated Loan shall not be a novation of the Indebtedness represented thereby and such Indebtedness shall be the Loan made hereunder in the outstanding principal amount of \$208,189,025. Amounts paid or prepaid under the Loan may not be reborrowed.

If at any time after the Closing Date, Borrower receives proceeds of insurance, condemnation award or other compensation in respect of any Casualty Event affecting the Gaming Assets in excess of \$2,500,000, Borrower shall promptly notify Lender of such Casualty Event and prepay the Loan not later three (3) Business Day following receipt of any Net Available Proceeds. Notwithstanding the prior sentence, Borrower shall not be required to make a prepayment pursuant to this clause with respect to any Casualty Event if Borrower advises the Lender in writing at the time the Net Available Proceeds from such Casualty Event are received that it intends to reinvest all or any portion of such Net Available Proceeds to repair or restore the property damaged by such Casualty Event to the extent (A) such Net Available Proceeds are in fact committed to be reinvested by Borrower pursuant to a contract providing for the repair or restoration of such damaged property that is executed by Borrower and the related party within 270 days from the date of such Casualty Event, (B) Borrower has demonstrated to the satisfaction of the Lender that Borrower has funds sufficient to pay for all costs and expenses related to such repair or restoration, (C) such Net Available Proceeds are deposited with the Lender as cash collateral in a segregated deposit account to be established in which the Lender has a perfected first-priority interest (the "Casualty Event Funds Account") immediately following Borrower's receipt of such Net Available Proceeds (which shall be released to Borrower as payments become due in connection with such repair or restoration or applied to the Loan as set forth in the following sentence), and (D) such repair or restoration can be and is actually completed no later than 270 days after the Casualty Event; provided, however, that in the event the repair or restoration is underway but cannot be completed within such 270-day period, that period shall be extended for an additional

120 days (for a total period of 390 days) to the extent that Borrower is diligently pursuing the completion of the repair or restoration. If, at any time after the occurrence of a Casualty Event and prior to the completion of such repair or restoration, the 270-day period provided in clause (A) of the preceding sentence or the 270-day period (or 390-day period if such 270-day period is extended as set forth above) provided in clause (D) of the preceding sentence shall elapse without execution of the related repair or restoration contract (in the case of said clause (A)) or the completion of such repair or restoration (in the case of said clause (D)) or a Default or Event of Default shall occur, then Borrower shall immediately prepay and/or Cash Collateralize the Loan in the amount and in the manner described in the first sentence of this clause 2.2.

2.2 Mandatory Prepayments - Casualty Events.

(a) If at any time after the Closing Date, Borrower receives proceeds of insurance, condemnation award or other compensation in respect of any Casualty Event affecting the Gaming Assets in excess of \$2,500,000, Borrower shall promptly notify Lender of such Casualty Event and prepay the Loan not later three (3) Business Day following receipt of any Net Available Proceeds. Notwithstanding the prior sentence, Borrower shall not be required to make a prepayment pursuant to this clause with respect to any Casualty Event if Borrower advises the Lender in writing at the time the Net Available Proceeds from such Casualty Event are received that it intends to reinvest all or any portion of such Net Available Proceeds to repair or restore the property damaged by such Casualty Event to the extent (A) such Net Available Proceeds are in fact committed to be reinvested by Borrower pursuant to a contract providing for the repair or restoration of such damaged property that is executed by Borrower and the related party within 270 days from the date of such Casualty Event, (B) Borrower has demonstrated to the satisfaction of the Lender that Borrower has funds sufficient to pay for all costs and expenses related to such repair or restoration, (C) such Net Available Proceeds are deposited with the Lender as cash collateral in a segregated deposit account to be established in which the Lender has a perfected first-priority interest (the "Casualty Event Funds Account") immediately following Borrower's receipt of such Net Available Proceeds (which shall be released to Borrower as payments become due in connection with such repair or restoration or applied to the Loan as set forth in the following sentence), and (D) such repair or restoration can be and is actually completed no later than 270 days after the Casualty Event; provided, however, that in the event the repair or restoration is underway but cannot be completed within such 270-day period, that period shall be extended for an additional 120 days (for a total period of 390 days) to the extent that Borrower is diligently pursuing the completion of the repair or restoration. If, at any time after the occurrence of a Casualty Event and prior to the completion of such repair or restoration, the 270-day period provided in clause (A) of the preceding sentence or the 270-day period (or 390-day period if such 270-day period is extended as set forth above) provided in clause (D) of the preceding sentence shall elapse without execution of the related repair or restoration contract (in the case of said clause (A)) or the completion of such repair or restoration (in the case of said clause (D)) or a Default or Event of Default shall occur, then Borrower shall immediately prepay and/or Cash Collateralize the Loan in the amount and in the manner described in the first sentence of this clause 2.2.

(b) In the event that the Borrower has completed the repair, reconstruction, restoration or replacement of the affected casino after the occurrence of any Casualty Event and there are excess Net Available Proceeds, such excess shall be applied to the partial prepayment of the Loan, without premium.

2.3 Security/Collateral; Further Assurances. The Loan, together with all other Obligations, shall be secured by the Liens granted by the Borrower under the Collateral Documents. The Borrower shall deliver to the Lender such additional security agreements, pledge agreements, control agreements and other instruments, agreements, certificates, opinions and documents (including Uniform Commercial Code financing statements) as the Lender may reasonably request to: (i) grant, perfect, maintain, protect and evidence security interests in favor of the Lender in any or all present and future Property of the Borrower prior to the Liens or other interests of any Person, except for Permitted Liens; and (ii) otherwise establish, maintain, protect and evidence the rights provided to the Lender pursuant to the Collateral Documents. The Borrower shall fully cooperate with the Lender and perform all additional acts reasonably requested by the Lender to effect the purposes of this Section. The obligations of the Borrower under the Loan Documents are a general obligation of the Borrower. The obligations of the Borrower under the Loan Documents in no way constitute an obligation or agreement of the Nation.

2.4 Extension of Maturity Date. Borrower may elect to extend the maturity date for the Loan to the Extended Maturity Date, subject to the satisfaction of the following conditions, which, if satisfied, shall extend the Maturity Date, effective as of the date that the extension fee is paid to Lender pursuant to clause (d) below (the "Extension Effective Date");

(a) Borrower must provide written notice to Lender of such election to extend the maturity date at least six (6) months prior to the Initial Maturity Date;

(b) no Default or Event of Default shall exist on the date of such notice of extension ("Extension Notice Date") or on the Extension Effective Date;

(c) the representations and warranties contained in Article 4 and the other Loan Documents are true and correct, in all material respects, on and as of the Extension Notice Date and the Extension Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct, in all material respects, as of such earlier date;

(d) on, or on a Business Day no more than five (5) Business Days prior to, the Initial Maturity Date, the Borrower shall pay to Lender an extension fee equal to twenty hundredths of one percent (0.20%) of the outstanding principal amount of the Loan; and

(e) Controller shall receive a certification that the long term debt issued pursuant to this Agreement shall not exceed the useful lives of the capital improvement projects financed by the long term debt described in this Agreement. The foregoing certification shall be provided to the Controller by a financial advisor, feasibility consultant, accountant or other appropriate professional service provider reasonably acceptable to the Controller.

(f) to the extent required by Lender, Lender shall have received reasonably satisfactory documentation evidencing the extension executed by the Borrower.

The Parties agree that upon satisfaction of the foregoing that the long term debt arising hereunder shall be deemed issued for purposes of 12 N.N.C. § 1330(F).

2.5 Additional Loans.

(a) Request for Additional Loans. If mutually agreed upon by the Borrower and the Lender, provided there exists no Default or Event of Default under this Agreement or any other Loan Document and no Default or Event of Default shall occur as the result of an additional loan hereunder, and upon Borrower's written notice to the Lender of its desire to develop an additional project as defined in a feasibility study prepared by a consultant mutually agreed to by Lender and Borrower (a "Feasibility Study"), the parties may enter into an amendment to this Agreement and any other necessary Loan Documents to provide for a term loan in an aggregate principal amount not to exceed estimated project costs in connection with the additional project. To the extent the parties reach such agreement, the Borrower agrees to enter into such documents and instruments as necessary, in the reasonable determination of the Lender, to document such term loan and any security interest arising thereunder.

(b) Lender's Election to Make Additional Loan. Lender shall endeavor to notify Borrower within thirty (30) days whether or not it agrees to make an additional loan hereunder and, if so, whether by an amount equal to or less than such requested loan.

(c) Conditions to Effectiveness of Increase. As conditions precedent to any increase agreed to by Lender, Borrower shall:

(i) pay to the Lender an increase fee in such amount as may be determined by the Lender, together with all other fees, costs and expenses incurred by the Lender in connection with the additional loan following delivery by Borrower of the increase request,

(ii) deliver to the Lender balance sheets and statements of income and cash flow for the most recently ended Fiscal Year for the Casinos and such other financial information of Borrower as requested by Lender,

(iii) deliver to the Lender an update to any Feasibility Study in form and substance satisfactory to the Lender with particular focus on the projects for which Borrower is requesting the increase,

(iv) deliver to the Lender construction and development documents, together with assignments of architect and construction agreements, in form and substance satisfactory to the Lender relating to the projects for which Borrower is requesting the loan,

(v) deliver to the Lender evidence of Borrower's rights to use the Real Property under which the projects for which Borrower is requesting the loan are located,

(vi) execute and deliver to the Lender an amendment to this Agreement and the other Loan Documents in form and substance satisfactory to the Lender evidencing the additional loan, and such other documents and instruments as may be reasonably requested by Lender in connection with additional loan,

(vii) provide a favorable written legal opinion of counsel to the Borrower, together with copies of all factual certificates and legal opinions upon which such counsel have relied,

(viii) provide such other information, assurances, certificates, documents, consents or opinions as the Lender may, in its sole discretion, require.

ARTICLE 3 PAYMENTS AND FEES

3.1 Principal and Interest.

(a) Interest shall be payable on the outstanding daily unpaid principal amount of the Loan from the date of this Agreement until payment in full is made and shall accrue and be payable as set forth herein before and after Default, before and after maturity, before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(b) Except as otherwise provided in Section 3.3, the unpaid principal amount of the Loan shall bear interest at the Applicable Interest Rate.

(c) Commencing on the first Payment Date, Borrower shall pay to Lender the accrued and unpaid interest on the Loan on each Payment Date continuing to and including the Maturity Date as set forth set forth in the debt service schedule attached hereto as **Schedule 3.1**. The Parties shall revise the debt service schedule on an annual basis to reflect Sinking Fund payments and any other pre-payments of principal made by the Borrower.

(d) In addition to the foregoing, each mandatory prepayment of the Loan pursuant to Section 2.2 and each voluntary prepayment of the Loan shall be in addition to any scheduled payment required under this Section 3.1

(e) The rate or amount of interest paid by the Borrower under this Agreement, the Note or any of the other Loan Documents shall not exceed the maximum rate or amount permissible under applicable law. If a court determines that the Borrower has paid interest to the Lender hereunder, under any Note or under any other Loan Document in excess of the maximum amount permitted by such law, (i) the Lender shall apply such excess to any unpaid principal owed by the Borrower to the Lender or, if the amount of such excess exceeds the unpaid balance of such principal, the Lender shall promptly

refund such excess interest to the Borrower and (ii) the provisions hereof shall be deemed amended to provide for such permissible rate. All sums paid, or agreed to be paid, by the Borrower which are, or hereafter may be construed to be, compensation for the use, forbearance or detention of money shall, to the extent permitted by applicable law, be amortized, prorated, spread and allocated throughout the full term of all such indebtedness until the indebtedness is paid in full.

3.2 Voluntary Prepayments. The Loan may be, at any time and from time to time, voluntarily paid or prepaid in whole or in part without premium or penalty upon not less than thirty (30) days prior written notice to Lender by Borrower.

3.3 Default Rate. Upon the occurrence and during the continuation of any Event of Default, the outstanding principal amount of the Loan shall thereafter bear interest at a rate equal to two percent (2%) per annum in excess of the interest rate otherwise applicable to the Loan, to the fullest extent permitted by applicable Laws and shall be payable upon demand (the "Default Rate"). Upon the occurrence and during the continuation of any Event of Default, all accrued and unpaid interest on past due monetary Obligations (including interest on past due interest) shall accrue at the Default Rate, be payable on demand and be compounded daily, to the fullest extent permitted by applicable Laws.

3.4 Late Charge. In the event that any payment required hereunder is not paid within ten (10) days after the due date thereof, the Borrower agrees to pay a late charge of five percent (5%) of the unpaid payment to defray the costs of the Lender incident to collecting such late payment. This late charge shall apply individually to each payment past due and there will be no daily pro rata adjustment. This provision shall not be deemed to excuse a late payment or be deemed a waiver of any other rights the Lender may have including the right to declare the entire unpaid principal amount of the Loan together with interest immediately due and payable

3.5 Computation of Interest and Fees; Non-Business Days. Computation of interest and fees (if any) payable under this Agreement shall be calculated on the basis of a year of 360 days and the actual number of days elapsed. If any payment to be made by the Borrower under any Loan Document shall come due on a day other than a Business Day, payment shall instead be considered due on the next succeeding Business Day and the extension of time shall be reflected in computing fees and interest.

3.6 Manner and Treatment of Payments. Each payment hereunder or under any other Loan Document shall be made, without setoff, counterclaim or deduction of any kind, to the Lender, at the Lender's Office in immediately available funds not later than 2:00 p.m. on the day of payment (which must be a Business Day). All later payments shall be deemed received on the next succeeding Business Day. Lender shall use its best efforts to keep a record of payments received by it with respect to the Loan and such record shall be presumptive evidence of the amounts owing. Notwithstanding the foregoing sentence, Lender shall not be liable to any party for any failure to keep such a record, and no such failure shall affect the amount of the Obligations hereunder.

3.7 Failure to Charge Not Subsequent Waiver. Any decision by the Lender not to require payment of any interest (including interest at the Default Rate), fee, cost or other amount payable under any Loan Document, or to calculate any amount payable by a particular method, on

any occasion shall in no way limit or be deemed a waiver of the Lender's right to require full payment of any interest (including interest at the Default Rate), fee, cost or other amount payable under any Loan Document, or to calculate an amount payable by another method, on any other or subsequent occasion.

3.8 Taxes on Payments.

(a) Except as otherwise expressly provided in this Section, all payments by the Borrower in respect of principal or interest on the Loan, fee, or other Obligation or other amount due to the Lender under this Agreement or any other Loan Document shall be made free and clear of, and without deduction for, any and all present or future federal, state, tribal, local and foreign taxes, levies, imposts, deductions, charges and withholdings, and all liabilities with respect thereto, including withholding taxes imposed by the United States, any jurisdiction under the laws of which the Borrower is organized, and other jurisdiction or any political subdivision thereof, but excluding taxes imposed on the Lender's overall net income and franchise taxes imposed on the Lender by an applicable Governmental Agency (all such nonexcluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being referred to herein as "Taxes"). If the Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to the Lender, then (i) the sum payable shall be increased by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Lender shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make all required deductions and (iii) the Borrower shall pay the full amount deducted to the relevant taxing authority or other Governmental Agency in accordance with applicable law. In addition, the Borrower agrees to pay any present or future stamp or documentary taxes and any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document (hereinafter referred to as "Other Taxes").

(b) The Borrower will indemnify the Lender for the full amount of all Taxes and Other Taxes (including any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section) paid by the Lender, and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. Such indemnification shall be made within thirty (30) days following the date the Lender makes written demand therefor.

(c) Within thirty (30) days after the date of any payment of Taxes or Other Taxes withheld hereunder (and, with respect to any Taxes or Other Taxes not so withheld, to the extent available), the Borrower will furnish to the Lender, at the Lender's Office, the original or a certified copy of a receipt evidencing payment thereof.

(d) Without prejudice to the survival of any other agreement contained herein, the agreements and obligations contained in this Section 3.8 shall survive the payment in full of principal, interest and all other Obligations hereunder.

(e) Nothing contained in this Section 3.8 shall require the Lender to make available any of its tax returns or any other information that it deems to be confidential or proprietary.

3.9 Administrative Fee. The Borrower shall pay to the Lender on an annual basis a fixed administrative fee (the "Administrative Fee") for a financial advisor and other costs incurred by Lender in connection with the maintenance of the Loan and administration thereof only while it is in good standing, in an amount equal to \$100,000. This Administrative Fee shall not satisfy any amounts incurred by the Lender after the occurrence of any Event of Default or during any refinance or other negotiations or substantial modifications to the Loan Documents requested by Borrower or necessitated by Borrower's actions or inactions. Borrower and Lender acknowledge that the 2017 Administrative Fee has been paid to the Lender. All further payments shall be due and payable on the first business day of each Fiscal Year.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE BORROWER

The Borrower represents and warrants to the Lender that:

4.1 Existence and Qualification; Power; Compliance With Laws. The Borrower is an instrumentality and enterprise of the Nation. To the extent required by Law, the Borrower is qualified to do business and is in good standing under the laws of each jurisdiction in which it is required to be qualified by reason of the location or the conduct of the business of the Borrower. The Borrower has all requisite power and authority to conduct its business, to own and lease its Property, to execute and deliver each Loan Document to which it is a party and to perform its Obligations. The chief executive office of the Borrower is located at the address for notices set forth on the signature pages hereto. The Borrower is in compliance with the terms of the Lease Agreement, the Arizona Compact, the New Mexico Compact, each other Applicable Compact, the Gaming Ordinance, the Gaming Distribution Plan and with all applicable Laws and other legal requirements applicable to its existence and its business (including IGRA and all Gaming Laws), has obtained all authorizations, consents, approvals, orders, licenses and permits from, and has accomplished all filings, registrations and qualifications with, or obtained exemptions from any of the foregoing from, any Governmental Agency that are necessary for the transaction of its business, except where the failure so to file, register, qualify or obtain exemptions could not constitute a Material Adverse Effect.

4.2 Authority; Compliance with Other Agreements and Instruments and Government Regulations. The execution, delivery and performance by the Borrower of the Loan Documents have been duly authorized by the Enterprise Board and does not: (a) require any consent or approval not heretofore obtained of any enrolled tribal member, Enterprise Board member, other tribal body, security holder or creditor; (b) violate or conflict with any provision of the formation document of the Borrower, charter, bylaws or other governing documents of the Borrower; (c) result in or require the creation or imposition of any Lien (other than pursuant to the Collateral Documents) upon or with respect to any of the Borrower's Property now owned or leased or hereafter acquired; (d) violate any Law or Requirement of Law, including any Gaming Law or the Gaming Distribution Plan, applicable to the Borrower; (e) constitute a "transfer of an interest" or an "obligation incurred" by the Borrower that is avoidable by a trustee under Section

548 of the United States Bankruptcy Code of 1978, as amended, or constitute a “fraudulent conveyance,” “fraudulent obligation” or “fraudulent transfer” by the Borrower within the meanings of the Uniform Fraudulent Conveyances Act or Uniform Fraudulent Transfer Act, as enacted in any applicable jurisdiction; (f) result in a material breach of or default under, or would, with the giving of notice or the lapse of time or both, constitute a material breach of or default under, or cause or permit the acceleration of any obligation owed under, any mortgage, indenture or loan or credit agreement or any other contractual obligation to which the Borrower is a party or by which the Borrower or any of its Property is bound or affected; or (g) require any consent or approval of any Governmental Agency, or any notice to, registration or qualification with any Governmental Agency, not heretofore obtained or obtained concurrently with the Closing Date. The Borrower is not in violation of, or in default under, any Requirement of Law or contractual obligation, or any indenture, loan or credit agreement described in Section 4.2(f).

4.3 No Governmental Approvals Required. No authorization, consent, approval, order, license or permit from, or filing, registration or qualification with, any Governmental Agency is required to authorize or permit under applicable Laws the execution, delivery and performance by the Borrower of the Loan Documents to which it is a party, except for those which have been made or obtained and are in full force and effect (including those required by the Bond Financing Act).

4.4 Reserved.

4.5 No Management Contract. Neither this Agreement nor the other Loan Documents, taken individually or as a whole, constitute “management contracts” or “management agreements” or “collateral agreements” within the meaning of IGRA.

4.6 Foreign Assets Control, Etc.

(a) The Borrower (i) is not, or is not controlled by, a Designated Person; (ii) has not received funds or other Property from a Designated Person; or (iii) is not in breach of and is not the subject of any action or investigation under any Anti-Terrorism Law. The Borrower is not engaged or will not engage in any dealings or transactions, or is not or will not be otherwise associated, with any Designated Person. The Borrower and each of its respective Subsidiaries are in compliance, in all material respects, with the Patriot Act. The Borrower has taken reasonable measures to ensure compliance with the Anti-Terrorism Laws including the requirement that (i) no Person who owns any direct or indirect interest in the Borrower is a Designated Person, and (ii) funds invested directly or indirectly in the Borrower are derived from legal sources.

(b) No portion of the proceeds of the Loan or other credit made hereunder has been or will be used, directly or indirectly for, and no fee, commission, rebate or other value has been or will be paid to, or for the benefit of, any governmental official, political party, official of a political party or any other Person acting in an official capacity in violation of any applicable Laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended.

4.7 Financial Statements of the Borrower; No Material Adverse Effect; No Default. All financial statements of the Borrower provided to the Lender are complete and correct and fairly present the financial condition of the Borrower as of the date indicated in such financial statements and the results of operations for the fiscal period ended on such date, all in accordance with GAAP and practices applied on a consistent basis. Since December 31, 2016, there has been no material adverse change in the business, assets, liabilities (actual or contingent) Property, operations, condition (financial or otherwise) or prospects of the Borrower. No circumstance or event, or any set of circumstances or events, that could constitute a Material Adverse Effect has occurred since December 31, 2016. No event or circumstance exists or has occurred and is continuing that is a Default or an Event of Default.

4.8 Title to and Location of Property. The Borrower has good and valid title to all the Property reflected in the financial statements described in Section 4.7 other than immaterial items of Property subsequently sold or disposed of in the ordinary course of business, and a good and valid leasehold interest in the Real Property, free and clear of all Liens other than Permitted Liens.

4.9 Brokerage Commissions. No Person is entitled to receive from the Lender any brokerage commission, finder's fee or similar fee or payment in connection with the extensions of credit contemplated by this Agreement as a result of any agreement entered into by the Borrower. Any such payments shall be an obligation of the Borrower and paid from separately available funds of Borrower. No brokerage or other fee, commission or compensation is to be paid by the Lender with respect to the extensions of credit contemplated hereby as a result of any agreement entered into by the Borrower.

4.10 Governmental Regulation. Other than as set forth in the Bond Financing Act, the Borrower is not subject to regulation under any Law limiting or regulating its ability to incur Indebtedness for money borrowed, to grant Liens to secure its obligations with respect to such Indebtedness or to otherwise perform the Obligations.

4.11 Litigation. Except as disclosed in **Schedule 4.11**, there are no legal or arbitral actions, suits, proceedings or investigations by or before any arbitrator or Governmental Agency now pending or (to the Borrower's knowledge) threatened against the Borrower or any of its Property which, if adversely determined, could result in the Borrower not being able to conduct class II gaming or class III gaming or otherwise could have a Material Adverse Effect.

4.12 Binding Obligations. The Loan Documents to which the Borrower is a party have been duly executed and delivered by the Borrower and constitute the legal, valid and binding obligations of the Borrower enforceable in accordance with their terms, and each Loan Document hereafter executed will, when executed and delivered by the parties thereto, constitute the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms. The provisions of Section 10.17 and Section 10.20 of this Agreement are specifically enforceable against the Borrower.

4.13 ERISA. Neither the Borrower nor any ERISA Affiliate maintains, contributes to or is required to contribute to any "employee pension benefit plan" that is subject to Title IV of ERISA.

4.14 Regulations T, U and X; Investment Company Act. No part of the proceeds of the Loan or other extension of credit hereunder will be used to purchase or carry, or to extend credit to others for the purpose of purchasing or carrying, any "margin stock" (as such term is defined in Regulations T, U and X) in violation of Regulations T, U and X. The Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any such "margin stock." The Borrower is not required to be registered as an "investment company" under the Investment Company Act of 1940.

4.15 Disclosure. No written statement made by or on behalf of the Borrower to the Lender in connection with this Agreement, or in connection with the Loan, contains any untrue statement of a material fact or omits a material fact necessary in order to make the statement made not misleading in light of all the circumstances existing at the date the statement was made. There is no fact known to the Borrower (other than matters of a general economic nature) which could constitute a Material Adverse Effect.

4.16 Gaming Laws. The Borrower is in compliance with all applicable Gaming Laws.

4.17 Hazardous Materials. Neither the Borrower nor to the best knowledge of each Senior Officer of the Borrower, any predecessor in title or any third person at any time occupying or present on the Real Property underlying the Casinos or any other operations of the Borrower at any time, has disposed of, discharged, released or threatened the release of any material amount of Hazardous Materials on, from or under such Real Property in any manner that violates any Hazardous Materials Law. No condition exists that violates any Hazardous Material Law affecting the Real Property underlying the Casinos or any other operations of the Borrower except for such violations that could not individually or in the aggregate have a Material Adverse Effect. The Real Property underlying the Casinos or any other operations of the Borrower and each portion thereof is not and has not been utilized by the Borrower as a site for the manufacture of any Hazardous Materials and is in compliance in all material respects with all applicable Hazardous Materials Laws. To the extent that any Hazardous Materials have been, or are, used, generated or stored by the Borrower on any Real Property underlying the Casinos or any other operations of the Borrower, or transported to or from such Real Property underlying the Casinos or any other operations of the Borrower by the Borrower, such use, generation, storage and transportation have been and are, in compliance in all material respects with all applicable Hazardous Materials Laws.

4.18 Tax Liability. The Borrower has filed all tax returns which are required to be filed, and has paid, or made provision for the payment of, all taxes with respect to the periods, Property or transactions covered by said returns, or pursuant to any assessment received by the Borrower, except such taxes, if any, as are being contested in good faith by appropriate proceedings and as to which adequate reserves have been established and maintained.

4.19 Employee Matters. There are no disputes presently subject to grievance procedure, arbitration or litigation under any of the collective bargaining agreements, employment contracts or employee welfare or incentive plans to which the Borrower is a party, and there are no strikes, lockouts, work stoppages or slowdowns, or, to the best knowledge of the Borrower, jurisdictional disputes or organizing activities occurring or threatened, in each case, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

4.20 Security Interests. The Liens created by the Security Agreement and the Depository Agreement are valid, and perfected first priority Liens to the fullest extent that the same are perfected (i) pursuant to 12 N.N.C. § 1330(E), (ii) by the filing of financing statements under the Navajo Nation UCC, and (iii) by the execution and delivery of Control Agreements with respect to Collateral consisting of deposit accounts or securities accounts, in each case, subject only to Permitted Liens. Each of the Liens described in this Section are of first priority, subject only to Permitted Liens.

4.21 Deposit Accounts: The Borrower does not maintain any deposit, checking, brokerage or other similar account with any bank, savings association, financial institution or similar financial intermediary which is not listed on **Schedule 4.22** or the existence of which has not been disclosed to the Lender in writing.

4.22 Access; Utilities.

(a) As of and from and after the date any material construction at the Casinos has commenced, all roads necessary for the construction of the Casinos have either been completed or the necessary rights of way therefor have been acquired by the Borrower.

(b) All utilities, services and facilities necessary for the construction of the Casinos (including water supply, storm and sanitary sewer facilities, gas, electrical and telephone facilities), will be available without impediment or delay at the boundaries of the Casinos when required and all utility services necessary for the operation of the Casinos are and will continue to be available at or within the boundaries thereof when needed.

(c) The Borrower possesses all rights and interests in property (including the Casinos, and rights of ingress to and egress from the Casinos, as applicable) and all material rights or contracts necessary for the operation of the Casinos.

(d) The public has irrevocable access to the Casinos, including over federal, state or county publicly open highways or by way of an easement for access to the Casinos, (ii) all roads necessary for the operation and maintenance of the Casinos, have been completed and (iii) the Borrower possesses all rights of ingress to and egress from the Casinos.

4.23 No Licensure Required. The Lender is not required to register with, give notice to any Person or receive any Permit from any Gaming Board or other Governmental Agency by reason of any Gaming Laws or other Laws of the Borrower in connection with its entering into any Loan Document, receipt of any Note or performance or observance of any obligation of such party under any Loan Document.

4.24 Subsidiaries. The Borrower has no Subsidiaries.

4.25 Agreements with Affiliates and Other Agreements. The Borrower has not entered into and, does not contemplate entering into, any material agreement or contract with any Member or any Affiliate of the Borrower (other than the Nation in its capacity as the Lender

hereunder), except upon terms at least as favorable to the Borrower as an arms-length transaction with unaffiliated Persons, based on the totality of the circumstances.

4.26 Bond Financing Act. The Obligations constitute a bond obligation of the Borrower under the Bond Financing Act.

ARTICLE 5
AFFIRMATIVE COVENANTS OF THE BORROWER
(OTHER THAN INFORMATION AND REPORTING REQUIREMENTS)

So long as the Loan remains unpaid, or any other Obligation remains unpaid or unperformed, or any portion of the Loan remains in force, the Borrower shall, unless the Lender otherwise consents:

5.1 Payment of Taxes and Other Potential Liens. Pay and discharge promptly all applicable taxes, assessments and governmental charges or levies imposed upon the Borrower or its Property or any part thereof, upon its income or profits or any part thereof or any applicable tax assessment, governmental charges or levies imposed upon any right or interest of the Lender under any Loan Document, except that the Borrower shall not be required to pay or cause to be paid any tax, assessment, charge or levy that is not yet delinquent, or is being contested in good faith by appropriate proceedings, so long as the Borrower has established and maintained adequate reserves for the payment of the same and by reason of such nonpayment and contest no material item or portion of the Borrower's Property is in jeopardy of being seized, levied upon or forfeited.

5.2 Maintenance of Properties. Maintain, preserve and protect all of the Property of the Borrower in good order and condition, subject to wear and tear in the ordinary course of business, and not permit any waste of such Properties, except that the failure to maintain, preserve and protect a particular item of Property that is not of significant value, either intrinsically or to the operations of the Borrower shall not constitute a violation of this covenant, and maintain its ownership of all intellectual property and licenses thereof necessary for the operation of the business of the Borrower. Borrower agrees that interest expense savings realized pursuant to this Loan Agreement shall be used for capital improvements and economic development projects, and reasonable expenses of those projects.

5.3 Maintenance of Insurance.

(a) Secure, pay for and maintain all insurance required by the Arizona Compact, the New Mexico Compact and each other Applicable Compact and, without duplication, the Borrower shall secure, pay for and maintain, without interruption, at its own expense, (i) insurance during the term of this Agreement of the types and in the amounts customarily carried from time to time by others engaged in substantially the same business as the Borrower and operating in the same or similarly situated geographic area as the Borrower, including, but not limited to, fire, public liability and property damage and (ii) such additional insurance as the Lender may reasonably request from time to time, and the Borrower shall deliver evidence of insurance complying with the requirements of this Section, in each case for the business and properties of the Borrower,

and such policies state that such insurance shall not be cancelled or revised without 30 days prior written notice by the insurer to the Lender.

(b) Furnish to the Lender, upon written request, full information as to the insurance carried;

(c) To the extent that any policy is acquired directly by the Borrower (and not obtained through a risk management program sponsored by the Nation), each policy for such insurance shall be with (i) a company which is rated A or better by A.M. Best and Company at the time such policy is placed and at the time of each annual renewal thereof or (ii) any other insurer which is satisfactory to the Lender; and

(d) Obtain and maintain endorsements acceptable to the Lender for such insurance (including form 438BFU or equivalent) naming the Lender as loss payee and naming the Lender as additional insureds as their interests may appear;

provided, however, that if the Borrower shall fail to maintain insurance in accordance with this Section, or if the Borrower shall fail to provide the required endorsements with respect thereto, the Lender shall have the right (but shall be under no obligation) to procure such insurance and the Borrower agrees to reimburse the Lender for all costs and expenses of procuring such insurance.

5.4 Compliance with Laws. Comply with all Requirements of Laws in all material respects.

5.5 Preservation of Licenses and Permits. Preserve and maintain all authorizations, rights, franchises, privileges, consents, approvals, orders, licenses, permits, or registrations from any Governmental Agency that are necessary for the transaction of the business of the Borrower, and qualify and remain qualified to transact business in each jurisdiction in which such qualification is necessary in view of the business of the Borrower or the ownership or leasing of its Property except where the failure to preserve and maintain any such authorizations, rights, franchises, privileges, consents, approvals, orders, licenses, permits or registrations or to so qualify or remain qualified could not constitute a Material Adverse Effect.

5.6 Inspection Rights.

(a) Upon reasonable notice, at any time during regular business hours and as often as requested (but not so as to unreasonably interfere with the gaming business of the Borrower), permit the Lender, any gaming auditor engaged by the Lender or any authorized employee, agent or representative of the Lender, to examine, audit and make copies and abstracts from the records and books of account of, and to visit and inspect the operations of the Borrower, and to discuss the affairs, finances and accounts of the Borrower with any of its officers, key employees, and accountants, and, upon request, furnish promptly to the Lender true copies of all financial information made available to the senior management of the Borrower.

(b) Without limiting the generality of the foregoing, the Borrower shall cooperate with the Lender in arranging for inspections from time to time by the Lender, any gaming auditor or any authorized employees, agents and representatives of the Lender

of the operation of the Casinos and its relation to the applicable financial and business information of the Borrower. In the course of such inspections, each of the Lender, any gaming auditor or any authorized employees, agents and representatives of the Lender shall be entitled to inspect the Casinos, including, without limitation, (i) all materials to be used in the operation of the Casinos, (ii) any contracts, bills of sale, statements, receipts or vouchers in connection with the Casinos whether or not kept at the Casinos, (iii) all work done, labor performed, materials furnished in and about the Casinos, (iv) all books, contracts and records of the Borrower and the Borrower's agents and other entities as may be contractually bound to the Borrower to provide such records with respect to the operation of the Casinos whether or not kept at the Casinos, and (v) any other documents relating to the operation of the Casinos whether or not kept at the Casinos. In addition to the foregoing, the Lender, any gaming auditor or any authorized employees, agents and representatives of the Lender shall be entitled to inspect (I) all books, contracts and records of the Borrower with respect to the Casinos and (II) any other document of the Borrower relating to the Casinos and whether or not kept at the Casinos. The Borrower will cooperate (and will cause all of the following Persons to cooperate) and instruct any of its employees, agents or representatives to cooperate with the Lender, any gaming auditor or any authorized employees, agents and representatives of the Lender, so that they may perform their respective responsibilities hereunder and to comply with the Lender's requirements.

5.7 Keeping of Records and Books of Account. Keep adequate records and books of account reflecting all financial transactions in conformity with GAAP and in material conformity with all applicable requirements of any Governmental Agency having regulatory jurisdiction over the Borrower.

5.8 Compliance With Material Documents and Other Agreements. Promptly and fully perform and comply with all contractual obligations under all the Material Documents and all other material agreements, indentures, leases and instruments to which it is a party, whether such material agreements, indentures, leases or instruments are with the Lender or another Person, to the extent that non-compliance could constitute a Material Adverse Effect.

5.9 Gaming Distribution Fund, Sinking Fund and Fire Rock Permanent Facility Reserve Account.

5.9.1 Gaming Distribution Fund Payments. Pay, as required by 12 N.N.C. § 2204(B), all net gaming revenues to the Navajo Nation for deposit into a special revenue fund for gaming revenue, and, if funds are available, subject to achieving financial performance goals and budgets, such payments of net gaming revenues, shall reflect the following annual payments under this Section 5.9:

Years 1-5	Up to \$5,000,000 annually
Years 6-9	Up to \$7,500,000 annually
Years 10 through maturity	Up to \$10,000,000 annually

Funds shall be deemed available for making the Gaming Distribution Fund Payment after the Borrower has met the financial performance goals described in the annual budget submitted to the Lender pursuant to Section 7.1(c), and to the extent monies are available after payment of Operation Expenses for the applicable period. The Borrower shall provide to Lender, in writing, the amount of each annual Gaming Distribution Fund Payment no later than May 30th of each year after the Closing Date. If the Lender objects to the amount of the Gaming Distribution Fund Payment based upon the financial reports provided by Borrower to Lender pursuant to Section 7.1(c) of this Agreement, such objection shall be made in writing to the Borrower on or before June 15 of each year. Notwithstanding anything else in this Agreement, any dispute may be resolved, at the Lender's option, first by mediation to which the Borrower hereby consents. In the event the mediation does not resolve the dispute, the Lender has the option to, but is not required to, submit the dispute to arbitration (provided that such dispute resolution is authorized by applicable law), at which time the arbitrator will take the "last best offer" from both Borrower and Lender and resolve the dispute fully and finally. Borrower hereby consents to arbitration and agrees to perform according to such resolution. In any event, the Gaming Distribution Fund Payment is due no later than June 30th of each year. If a dispute is still pending on June 30th, the Borrower shall pay any undisputed amount as a Gaming Distribution Fund Payment, and, upon resolution of the dispute, pay any remaining balance of the fully determined Gaming Distribution Fund Payment.

5.9.2 Sinking Fund. Fund a sinking fund ("Sinking Fund") from twenty-five percent (25%) of excess revenues after payment of Operation Expenses, distributions to the Gaming Distribution Fund, and the Fire Rock Permanent Facility Account is fully funded. Sinking Fund payments shall be applied to prepay the principal amount of the Loan, so long as all other amounts due and owing under the Loan are paid in full. If any such amounts, including fees, expenses and interest, are outstanding, the Sinking Fund shall go first to pay those amounts, then to the payment of principal. The Borrower shall provide to Lender, in writing, the amount of each Sinking Fund Payment no later than May 30th of each year after the Closing Date. If the Lender objects to the amount of the Sinking Fund Payment based upon the financial reports provided by Borrower to Lender pursuant to Section 7.1(c) of this Agreement, such objection shall be made in writing to the Borrower on or before June 15 of each year. Notwithstanding anything else in this Agreement, any dispute may be resolved, at the Lender's option, first by mediation to which the Borrower hereby consents. In the event the mediation does not resolve the dispute, the Lender has the option to, but is not required to, submit the dispute to arbitration (provided that such dispute resolution is authorized by applicable law), at which time the arbitrator will take the "last best offer" from both Borrower and Lender and resolve the dispute fully and finally. Borrower hereby consents to arbitration and agrees to perform according to such resolution. If a dispute is still pending on June 30th, the Borrower shall pay any undisputed amount as a Sinking Fund Payment, and, upon resolution of the dispute, pay any remaining balance of the fully determined Sinking Fund Payment.

5.9.3 Fire Rock Permanent Facility Reserve Account. Fund a Fire Rock Permanent Facility Reserve Account in amounts sufficient, as determined by the Borrower, to reserve funds for the construction, development, infrastructure and operation of a permanent gaming facility within the Gallup, New Mexico geographic area. The Borrower shall provide to Lender, in writing, the amount of each Fire Rock Permanent Facility Reserve Account Payment no later than May 30th of each year after the Closing Date. If the Lender objects to the amount of the

Fire Rock Permanent Facility Reserve Account Payment based upon the financial reports provided by Borrower to Lender pursuant to Section 7.1(c) of this Agreement, such objection shall be made in writing to the Borrower on or before June 15 of each year. Notwithstanding anything else in this Agreement, any dispute may be resolved, at the Lender's option, first by mediation to which the Borrower hereby consents. In the event the mediation does not resolve the dispute, the Lender has the option to, but is not required to, submit the dispute to arbitration (provided that such dispute resolution is authorized by applicable law), at which time the arbitrator will take the "last best offer" from both Borrower and Lender and resolve the dispute fully and finally. Borrower hereby consents to arbitration and agrees to perform according to such resolution. If a dispute is still pending on June 30th, the Borrower shall pay any undisputed amount as a Fire Rock Permanent Facility Reserve Account Payment, and, upon resolution of the dispute, pay any remaining balance of the fully determined Fire Rock Permanent Facility Reserve Account Payment.

5.9.4 Payment and Distribution Timing. Borrower's payment or distribution of the foregoing, as and when applicable, shall be due on June 30 of each year after the Closing Date hereof.

5.10 Hazardous Materials Laws. Keep and maintain the Real Property underlying the Casinos and other operations of the Borrower and each portion thereof in compliance in all material respects with all applicable Hazardous Materials Laws and promptly advise the Lender in writing of, and indemnify the Lender from, (a) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened in writing pursuant to any applicable Hazardous Materials Laws, (b) any and all claims made or threatened in writing, and received by the Borrower, by any third party against the Borrower or the Real Property underlying the Casinos and other operations of the Borrower relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials and (c) discovery by any Senior Officer of the Borrower of any occurrence or condition on any real property adjoining or in the vicinity of the Real Property underlying the Casinos and other operations of the Borrower that could cause the Real Property underlying the Casinos and other operations of the Borrower or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Real Property underlying the Casinos and other operations of the Borrower under any applicable Hazardous Materials Laws.

ARTICLE 6 NEGATIVE COVENANTS OF THE BORROWER (OTHER THAN INFORMATION AND REPORTING REQUIREMENTS)

So long as the Loan remains unpaid, or any other Obligation remains unpaid or unperformed, or any portion of the Loan remains in force, the Borrower shall not, unless the Lender otherwise consents:

6.1 Payment of Other Indebtedness. Except for the Obligations, prepay any principal, interest (more than one month in advance) or any other amount with respect to any other Indebtedness, or purchase, redeem or otherwise acquire (or offer to purchase, redeem or otherwise acquire) any other Indebtedness, or deposit any monies, securities or other Property with any trustee or other Person to provide assurance that the principal or any portion thereof of any other Indebtedness will be paid when due or otherwise provide for the defeasance of any other

Indebtedness (other than the Indebtedness described in Section 6.7(b)) so long as no Event of Default exists or shall result from any such action described in this Section taken in respect of the Indebtedness described in Section 6.7(b).

6.2 Disposition of Assets; Sale of Assets.

(a) Sell, convey, assign, transfer, lease or otherwise dispose of all or substantially all of the Borrower's Property to any Person.

(b) Make any Disposition of the Borrower's Property (including any transfer to the federal government), whether now owned or hereafter acquired, other than:

(i) the sale of inventory, food and the like in the ordinary course of business;

(ii) the Disposition of obsolete gaming or other equipment;

(iii) any transaction in which the Net Available Proceeds of such Disposition are applied to the acquisition of Property which will be used within connection with the Borrower's operations within 180 days of receipt of Net Available Proceeds from such Disposition;

(iv) any lease of a portion of any Property to a third party operator for non-gaming activities in connection with retail sales, fuel, or food or beverage services in the ordinary course of business;

(v) any Distribution otherwise permitted under Section 6.4.

6.3 Investments and Acquisitions. Make any Acquisition, or enter into any agreement to make any Acquisition or the proceeds thereof, or make or suffer to exist any Investment or the proceeds thereof, except:

(a) Investments in Cash and Cash Equivalents held in an Operating Account; provided that such Investments are subject to a Control Agreement; and

(b) Investments consisting of payroll advances to employees of the Borrower in the ordinary course of business in an aggregate amount not to exceed \$250,000 at any one time outstanding.

6.4 Distributions. Declare or make any Distribution, whether from capital, income or otherwise, and whether in Cash or other Property, regardless of the characterization of such Distribution, except that the Borrower may declare and make:

(a) Distributions that are made in compliance with the Gaming Distribution Plan so long as no Default or Event of Default exists or would exist after giving effect to the making of any such Distribution; provided that the Borrower shall not make any Distribution, whether now owned or hereafter acquired, which is an operationally integral part of the Casinos or other gaming activities of the Borrower (including slot machines,

blackjack tables and other gaming equipment) or the Distribution of which could have a Material Adverse Effect, and

- (b) Distributions that the Lender has expressly consented to in writing.

6.5 Business of the Borrower. Engage directly or indirectly in any business other than (a) gaming activities, including any business reasonably related thereto, and (b) any business reasonably related to the purposes of the Borrower as set forth in the Borrower's plan of operation.

6.6 Liens; Negative Pledges; Sales and Leasebacks. Create, incur, assume or permit to exist any Lien or Negative Pledge on or with respect to any of the Borrower's Property of any character, whether now owned or hereafter acquired, except for the following ("Permitted Liens"):

- (a) Liens and Negative Pledges in favor of the Lender;
- (b) Purchase money Liens and associated Negative Pledges incurred with respect to Property acquired using the proceeds of Indebtedness and Capital Leases permitted under Section 6.7(d); provided that such Liens do not extend to the Cash and Revenues of the Borrower except to the extent that such Indebtedness or Capital Leases are treated as operating expenses on the Borrower's financial statements and would constitute "Operating Costs" under the Depository Agreement;
- (c) Liens on Participating Gaming Devices and on Revenues measured by the performance of such devices, but only in accordance with customary arrangements for casinos and not exceeding an amount customarily given at other casinos; provided, that such Liens (i) do not extend to any other Property, (ii) do not secure any Indebtedness other than the obligations under an operating lease or other similar arrangement, in each case, with respect to Participating Gaming Devices and (iii) relate to the operation of such Participating Gaming Device;
- (d) statutory Liens arising in the ordinary course of business with respect to obligations which are not delinquent or are being contested in good faith by appropriate proceedings;
- (e) Liens consisting of pledges or deposits made in connection with obligations under workers' compensation laws, unemployment insurance or similar legislation, including Liens of judgments thereunder which are not currently dischargeable;
- (f) space leases or licenses with regard to the Casinos or other operations of the Borrower; and
- (g) title of any real estate that is held in trust by the United States of America for the Borrower.

6.7 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

- (a) Indebtedness in favor of the Lender;

- (b) The Utility Loan;
- (c) The Commission Loan;

(d) Purchase money Indebtedness and Capital Lease Obligations in an aggregate principal amount of up to \$20,000,000, which amount shall thereafter automatically increase by \$1,000,000 per year starting in 2019 (and each year thereafter), and provided further that Indebtedness in excess of this amount for the foregoing purposes shall be permitted upon Controller's prior written consent thereto; and

(e) Such other Indebtedness as may be expressly permitted by the Lender as evidenced by the Lender's prior written consent thereto.

6.8 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower or any Member other than (a) this Agreement and the other Loan Documents entered into with the Lender, (b) employment of enrolled tribal members and the immediate family members of tribal members, on terms consistent with the provision made therefor in the then applicable projections delivered in accordance with this Agreement (including the payment of employment bonuses in accordance with the provision made therefor in the then applicable projections delivered in accordance with this Agreement); provided, that the terms, including compensation and/or bonuses, of employment of such persons are consistent with the terms of employment for similarly-situated employees in the same or an analogous market, and (c) other transactions on terms that are at least as favorable to the Borrower as would be the case in an arm's length transaction between unrelated parties of equal bargaining power, the terms of which are disclosed to the Lender in writing.

6.9 Expenditures. Use any of the Borrower's Property for a purpose which is not related to the business of the Borrower or specifically contemplated hereby, expend any of the Borrower's Property for any purpose which does not directly or indirectly benefit the Borrower, or make any Capital Expenditure, except to add to, further improve, maintain, repair, restore or refurbish the Borrower's Property (subject to the limitations set forth in this Agreement).

6.10 Creation of Subsidiaries. Establish, create or acquire any Subsidiaries.

6.11 Amendments to Certain Documents.

(a) Amend, modify, or waive any term or provision of any Material Document or consent to any departure therefrom or agree to amend, modify, or waive any term or provision of any Material Document or agree to consent to any departure therefrom, or waive any rights thereunder in any material respect which could reasonably be expected to (i) be adverse to the interests of the Lender or (ii) have a Material Adverse Effect; and

(b) In any event, consent to any amendment, modification, or waiver of any term or provision of any Material Document in any manner without fifteen (15) days' prior written notice to the Lender (or such lesser notice as to which the Lender shall consent in writing).

6.12 Deposit Accounts. Fail, within ten (10) days of the Borrower's receipt of a written request from the Lender, to execute and deliver to the Lender Control Agreements with respect to each Operating Account which is existing as of the Closing Date (to the extent the Borrower has not already done so) or opened following the Closing Date with any bank, savings association, financial institution or similar financial intermediary in which Cash or other Property will be deposited. The Borrower also agrees to provide written notice to the Lender of the opening of any deposit accounts. Notwithstanding the foregoing, the Borrower acknowledges that all Revenues from the Casinos shall be deposited with the Depository in accordance with the terms of the Depository Agreement.

6.13 Continual Operation of the Casinos. Fail to conduct any material portion of the gaming conducted at the Casinos for a period in excess of ten (10) consecutive days, if such failure could reasonably be expected to have a Material Adverse Effect, unless such inability is the result of an Insurance and Condemnation Event adequately covered by insurance (including business interruption insurance) and the Net Available Proceeds of any such casualty insurance is being applied as permitted by Section 2.2 to restore the casino facility to operation within three (3) calendar months.

6.14 Reserved.

6.15 Rate Contracts. Enter into any Rate Contract.

6.16 Accounting Changes. Change (a) its Fiscal Year or (b) its accounting practices except as required by GAAP.

6.17 Mergers, Acquisitions, Etc. Consolidate with or merge into any other Person or permit any other Person to merge into it, acquire any Person as a new Subsidiary, acquire all or substantially all of the assets of any other Person or enter into an agreement related to any of the foregoing.

ARTICLE 7 INFORMATION AND REPORTING REQUIREMENTS

7.1 Financial and Business Information. So long as the Loan remains unpaid, or any other Obligation remains unpaid or unperformed, the Borrower shall, unless the Lender otherwise consents, deliver or caused to be delivered to the Lender, at the Borrower's sole expense:

(a) As soon as available, and in any event within sixty (60) days after the end of each Fiscal Quarter, (i) the unaudited consolidated balance sheet of the Borrower as of the end of such Fiscal Quarter, and (ii) the unaudited consolidated statements of income and of cash flow of the Borrower as of the end of such Fiscal Quarter and for the portion of the Fiscal Year ended with such Fiscal Quarter, all in reasonable detail and setting forth in each case in comparative form the corresponding current quarter and year-to-date figures for the corresponding period in the preceding Fiscal Year and the corresponding period in the applicable projections. Such unaudited financial statements shall be certified by a Senior Officer of the Borrower as fairly presenting the financial condition, results of operations and changes in financial position or cash flows of the Borrower in accordance with GAAP (other than any requirement for footnote disclosures) consistently applied, as

of such date and for such periods, subject only to normal year-end accruals and audit adjustments, and such financial statements shall be accompanied by a management narrative description of results of operations and financial condition of the Borrower;

(b) As soon as available and in any event no later than one hundred and twenty (120) days after the end of each Fiscal Year, (i) the consolidated audited balance sheet of the Borrower as of the end of such Fiscal Year, (ii) audited financial statements of the Borrower not otherwise requested herein, and (iii) the consolidated audited statements of income and of cash flow of the Borrower as of the end of such Fiscal Year, all in reasonable detail and setting forth in each case in comparative form the corresponding year-to-date figures for the preceding Fiscal Year and the corresponding period in the applicable projections. Such financial statements shall be prepared in accordance with GAAP, consistently applied, and such balance sheet and statements shall be accompanied by a report and opinion of independent public accountants of recognized standing selected by the Borrower and reasonably satisfactory to the Lender, which report shall be based on an audit conducted in accordance with generally accepted auditing standards as of such date, and which opinion shall be an unqualified opinion without additional explanatory or nonstandard wording and with no limitation as to the scope of their audit and such balance sheet and statements shall be accompanied by any management letters of such accountants addressed to the Borrower;

(c) As soon as practicable, and in any event not later than thirty (30) days prior to the commencement of each Fiscal Year, operating budgets for each of the Casinos for the following Fiscal Year, including projected balance sheets, statements of income balances and statements of cash flow of the Borrower, all in reasonable detail and in any event to include (i) projected Distributions to be made and (ii) projected Capital Expenditures;

(d) Within twenty (20) days after the last day of each month, monthly unaudited financial statements for the prior month;

(e) Promptly following receipt by the Borrower, copies of any detailed audit reports or recommendations submitted to the Borrower by independent accountants in connection with the accounts or books of the Borrower or any audit of the Borrower;

(f) On or before March 1, 2023, and on the same date every five years thereafter during the term of this Loan, the Borrower shall provide the information as contained in Schedule 7.1(f) for review by the Lender to assess the useful life of the Collateral;

(g) Promptly upon a Senior Officer of the Borrower becoming aware that (i) any Person has commenced a legal proceeding with respect to a claim against the Borrower that is, in the reasonable opinion of their independent legal counsel, \$100,000 or more in excess of the amount thereof that is fully covered by insurance (subject to applicable deductibles and retentions), (ii) any creditor or lessor under a written credit agreement with respect to Indebtedness in excess of \$100,000 or lease involving unpaid rent in excess of \$100,000 has asserted a default thereunder on the part of the Borrower,

(iii) any labor union has notified the Borrower of its intent to strike the Borrower on a date certain, (iv) the occurrence of any Default, Event of Default, or (v) any other event or circumstance occurs or exists that could constitute a Material Adverse Effect, in each case a written notice describing the pertinent facts relating thereto and what action the Borrower is taking or proposes to take with respect thereto; and

(h) If requested by the Lender, such income tax returns (including the related schedules and exhibits), and other data and information concerning the Borrower, the construction and operation of the Casinos and the Borrower's business, the financial condition, credit standing, and business affairs of the Borrower as from time to time may be reasonably requested by the Lender. The Lender is authorized to disclose the information and documents delivered in connection with this Agreement and the other Loan Documents to the Lender's attorneys, accountants, auditors, examiners, and regulatory agencies. The Lender also is authorized to disclose such information and documents to any insurance company or insurance agent in connection with any application for insurance or any claim made under an insurance policy.

7.2 Compliance Certificates. So long as the Loan remains unpaid, or any other Obligation remains unpaid or unperformed, the Borrower shall, unless the Lender otherwise consents, deliver to the Lender, at the Borrower's sole expense, concurrently with the financial statements required pursuant to Sections 7.1(a) and 7.1(b), a Compliance Certificate signed by a Senior Officer of the Borrower, together with a management discussion and analysis of the results of the operations of the Borrower and calculation of the Leverage Ratio.

ARTICLE 8 CONDITIONS

8.1 Closing and the Loan. The Closing Date and the obligation of the Lender to execute this Agreement and continue the Loan is subject to the following conditions precedent, each of which shall be satisfied prior to the effectiveness of this Agreement (unless the Lender, in its sole and absolute discretion, shall agree otherwise):

(a) Conditions Precedent to Closing. The Lender shall have received all of the following, each of which shall be originals (except where only evidence is required) unless otherwise specified, each properly executed by each party thereto, each dated as of the Closing Date and each in form and substance satisfactory to the Lender and its legal counsel (unless otherwise specified or, in the case of the date of any of the following, unless the Lender otherwise agrees or directs):

- (i) the Authorizing Resolution;
- (ii) executed counterparts of this Agreement, sufficient in number for distribution to the Lender and the Borrower;
- (iii) the executed Note;
- (iv) executed counterparts of the Depository Agreement, fully executed and delivered by each party thereto;

(v) executed counterparts of the Reaffirmation of Intercreditor Agreement and Acknowledgment of Continuing Subordination dated December 1, 2017, made by the Borrower, the Commission and the Navajo Tribal Utility Authority, fully executed and delivered by each party thereto;

(vi) executed counterparts of a Control Agreement for all Deposit Accounts;

(vii) UCC financing statements, as applicable;

(viii) such documentation as the Lender may reasonably require to establish the due formation and valid existence of the Borrower, its authority to execute, deliver and perform any Loan Documents, and the identity, authority and capacity of each Senior Officer authorized to act on its behalf, including certified copies of the formation document of the Borrower and all amendments thereto and the Borrower's resolutions, incumbency certificates, certificates of Senior Officers, and the like;

(ix) the favorable written legal opinions of counsel to the Borrower, together with copies of all factual certificates and legal opinions upon which such counsel have relied;

(x) evidence that all appropriate UCC financing statements and other actions have been taken to ensure that the Lender shall have a valid, perfected first priority Lien on all Collateral, subject only to Permitted Liens;

(xi) evidence that all applications, certifications, consents, approvals and other actions required under the Bond Financing Act in connection with the transactions contemplated by the Loan Documents shall have been made, received and taken, as applicable;

(xii) a certificate signed by a Senior Officer of the Borrower confirming that the conditions specified herein have been satisfied, and such other assurances, certificates, documents, consents or opinions as the Lender may reasonably require; and

(xiii) proof of funding available to fund the first payment due under this Agreement.

(b) All costs and expenses of the Lender (including legal and financial advisor fees and costs and expenses and the Administrative Fee) shall be paid concurrently.

(c) The Borrower and any other parties shall be in compliance with all the terms and provisions of the Loan Documents, and no Default or Event of Default shall have occurred and be occurring.

(d) The Borrower shall have received all required consents from the Enterprise Board, tribal commissions, board of directors, enrolled members, federal, state, tribal and

other governing entities, and counterparties to material contracts, which consents shall be satisfactory to the Lender in form and substance.

(e) There shall have been no material adverse change in the business, Property, operations, condition (financial or otherwise) or the prospects of the Borrower subsequent to December 31, 2015.

(f) No material litigation shall be pending or threatened against the Borrower as of the Closing Date that could have a Material Adverse Effect or impair the closing of the transactions contemplated by this Agreement.

(g) The representations and warranties of the Borrower contained in the Loan Documents shall be true and correct as of the date hereof.

(h) Such other conditions as the Lender may reasonably require.

ARTICLE 9

EVENTS OF DEFAULT AND REMEDIES UPON EVENT OF DEFAULT

9.1 Events of Default. The existence or occurrence of any one or more of the following events, whatever the reason therefor and under any circumstances whatsoever, shall constitute an Event of Default:

(a) The Borrower fails to pay any principal on the Loan, or any portion thereof, when due; or

(b) The Borrower fails to pay any interest or other amounts payable to the Lender under any Loan Document, or any portion thereof, within ten (10) Business Days after the same becomes due; or

(c) The Borrower fails to perform or observe any of the covenants contained in Article 6 or Article 7 of this Agreement, or Section 5 of the Security Agreement and such default shall continue for thirty (30) days after written notice thereof has been sent to the Borrower by the Lender for any default that can be reasonably cured within thirty (30) days, and a reasonable period of time for a default not reasonably capable of cure within thirty (30) days provided Borrower diligently commences and continues a course of action to so cure; or

(d) The Borrower fails to perform or observe any other covenant or agreement contained in any Loan Document on its part to be performed or observed and such failure continues thirty (30) days and such default shall continue for thirty (30) days after written notice thereof has been sent to Borrower by the Lender for any default that can be reasonably cured within thirty (30) days, and a reasonable period of time for a default not reasonably capable of cure within thirty (30) days provided Borrower diligently commences and continues a course of action to so cure; or

(e) The Borrower fails to make any payment, or perform or observe any covenant or agreement contained in the Utility Loan, the Commission Loan or any other Indebtedness of Borrower in favor of the Lender; or

(f) The Borrower fails to make any payment, or perform or observe any covenant or agreement contained in the Lease Agreement or any other Material Document and such default shall continue for thirty (30) days after written notice thereof has been sent to Borrower by the Lender for any default that can be reasonably cured within thirty (30) days, and a reasonable period of time for a default not reasonably capable of cure within thirty (30) days provided Borrower diligently commences and continues a course of action to so cure; or

(g) Any representation or warranty made in any Loan Document, or in any certificate delivered pursuant to any Loan Document, proves to have been incorrect in any material respect when made or reaffirmed, and such default shall continue for thirty (30) days after written notice thereof has been sent to Borrower by the Lender for any default that can be reasonably cured within thirty (30) days, and a reasonable period of time for a default not reasonably capable of cure within thirty (30) days provided Borrower diligently commences and continues a course of action to so cure; or

(h) At any time (i) the Borrower fails to pay the principal, or any principal installment, of or interest on any present or future Indebtedness of \$100,000 or more, when due (or within any stated grace period), whether at the stated maturity, upon acceleration, by reason of required prepayment or otherwise or (ii) the Borrower fails to perform or observe any other term, covenant or agreement on its part to be performed or observed, or suffers any event to occur, in connection with any present or future Indebtedness of \$100,000 or more if as a result of such failure or sufferance (x) any holder or holders thereof (or an agent or trustee on its or their behalf) has the right to declare such Indebtedness due, or has the right to cause the Borrower to purchase, redeem or otherwise acquire such Indebtedness, or (y) such Indebtedness automatically becomes due, before the date on which it otherwise would become due, or such Indebtedness shall automatically become subject to purchase, redemption or other acquisition; or

(i) Any Loan Document, at any time after its execution and delivery and for any reason other than satisfaction in full of all the Obligations, ceases to be in full force and effect or is declared by a court or tribunal which purports to be of competent jurisdiction to be null and void, invalid or unenforceable which, in any such event in the reasonable opinion of the Lender, is materially adverse to the interests of the Lender; or the Borrower denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind the same or any provision thereof; or

(j) (I) a judgment against the Borrower is entered for the payment of money in excess of \$500,000 over the amount thereof that is fully covered by a reputable and solvent insurance company (subject to applicable deductibles and retentions); or (II) a judgment against the Borrower is entered that could result in a Lien on any Property of the Borrower; or (III) any delay in payment of any judgment against the Borrower that could

reasonably be expected to have a Material Adverse Effect and, absent procurement of a stay of execution, any such judgment (under clause (I), (II) or (III)) remains unbonded or unsatisfied for 30 calendar days after the date of entry of judgment (unless the Borrower has deposited the amount of the monetary award associated with such judgment into a court escrow pending determination of an appeal), or in any event later than 30 days prior to the date of any proposed sale thereunder; or

(k) The Borrower institutes or consents to any proceeding under a Debtor Relief Law relating to it or to all or any part of its Property, or is unable or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any part of its Property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of the Borrower and the appointment continues undischarged or unstayed for thirty (30) calendar days; or any proceeding under a Debtor Relief Law relating to the Borrower or to all or any part of its Property is instituted without its consent and continues undismissed or unstayed for thirty (30) calendar days; or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against all or any material part of the Borrower's Property and is not released, vacated or fully bonded within thirty (30) calendar days after its issue or levy; or any order for relief is entered under any Debtor Relief Law; or

(l) The occurrence of an Event of Default (as such term is or may hereafter be specifically defined in any other Loan Document) under any other Loan Document or under any other Indebtedness of Borrower to Lender; or

(m) The loss of any of the Borrower's operating licenses or the occurrence of any event or circumstance which results in the failure of the Borrower to have any material portion of any Casino open to conduct class II gaming and class III gaming activities for any reason for more than five (5) consecutive days or which results in the prohibition of the Borrower to conduct class II gaming or class III gaming activities at any Casino for a period in excess of five (5) consecutive days; or

(n) The actual or attempted revocation, replacement, or change to any Material Document (not consented to by the Nation) which is materially adverse to the Lender or could constitute a Material Adverse Effect; or

(o) The occurrence of a change in the business, Property, operations, condition (financial or otherwise) or the prospects of the Borrower which could constitute a Material Adverse Effect.

9.2 Remedies Upon Event of Default. Without limiting any other rights or remedies of the Lender provided for elsewhere in this Agreement, or the Loan Documents, or by applicable Law, or in equity, or otherwise:

(a) Upon the occurrence, and during the continuance, of any Event of Default other than an Event of Default described in Section 9.1(i), the Lender may (in its sole and absolute discretion) declare all or any part of the unpaid principal of the Loan, all interest accrued and unpaid thereon and all or any part of other amounts payable under the Loan Documents to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which are expressly waived by the Borrower.

(b) Upon the occurrence of any Event of Default described in Section 9.1(i):

(i) all obligations of the Lender and all rights of the Borrower and any other parties under the Loan Documents shall terminate without notice to or demand upon the Borrower, which are expressly waived by the Borrower;

(ii) the unpaid principal of the Loan, all interest accrued and unpaid thereon and all other amounts payable under the Loan Documents shall be forthwith due and payable, without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which are expressly waived by the Borrower.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, without notice to or demand upon the Borrower, which are expressly waived by the Borrower, may proceed in accordance with applicable Laws to protect, exercise and enforce the rights and remedies of the Lender under the Loan Documents (including the Collateral Documents) against the Borrower and such other rights and remedies as are provided by Law or equity. Without limitation upon the foregoing, if any Event of Default occurs, the Lender shall have the right (to the extent not prohibited by applicable Laws) in its sole discretion to enter and take possession of the Casinos, whether in person, by agent or by court-appointed receiver, and to take any and all actions which the Lender in its sole discretion may consider necessary. If the Lender exercises any of the rights or remedies provided in this paragraph, that exercise shall not make the Lender, or cause the Lender to be deemed to be, a partner or joint venturer of the Borrower.

(d) The order and manner in which the Lender's rights and remedies are to be exercised shall be determined by the Lender in its sole and absolute discretion, and all payments received after the occurrence of any Default or Event of Default by the Lender shall be applied in such manner and order as the Lender may determine in its sole and absolute discretion.

ARTICLE 10 MISCELLANEOUS

10.1 Cumulative Remedies; No Waiver. The rights, powers, privileges and remedies of the Lender provided herein and in the other Loan Documents are cumulative and not exclusive of any right, power, privilege or remedy provided by Law or equity. No failure or delay on the part of the Lender in exercising any right, power, privilege or remedy may be, or may be deemed to be, a waiver thereof; nor may any single or partial exercise of any right, power, privilege or remedy

preclude any other or further exercise of the same or any other right, power, privilege or remedy. The terms and conditions of Article 8 hereof are inserted for the sole benefit of the Lender and may be waived in whole or in part, with or without terms or conditions, in respect of the Loan without prejudicing the Lender's right to assert them in whole or in part in respect of the Loan.

10.2 Amendments; Consents. No amendment, modification, supplement, extension, termination or waiver of any provision of this Agreement or any other Loan Document, no approval or consent thereunder, and no consent to any departure by the Borrower therefrom, may in any event be effective unless in writing signed by the Lender and the Borrower, and then only in the specific instance and for the specific purpose given.

10.3 Costs, Expenses and Taxes. The Borrower shall pay on demand the costs and expenses of (a) the Lender in connection with the negotiation, preparation, closing, execution and delivery of the Loan Documents, including the reasonable fees, disbursements and expenses of outside legal counsel to the Lender and financial advisor to the Lender, and the allocated costs and expenses of the staff of the Lender (including the staff of the Controller of the Nation) and of any internal counsel to the Lender, (b) the Lender in connection with each amendment, waiver or consent in connection with any of the Loan Documents, including the reasonable fees, disbursements and expenses of outside legal counsel and financial advisor to the Lender, and the allocated costs and expenses of the staff of the Lender (including the staff of the Controller of the Nation) and of any internal counsel to the Lender, (c) the Lender and the Controller of the Nation in connection with any and all applications, certifications, consents, approvals and other actions under the Bond Financing Act that are related to the transactions contemplated by the Loan Documents, (d) the gaming auditor in connection with the services provided by the gaming auditor, and (e) the Lender in connection with each refinancing, restructuring, reorganization (including a bankruptcy reorganization) and enforcement or attempted enforcement of the Loan Documents, and any matter related thereto, in each case including filing fees, recording fees, title insurance fees (to the extent applicable), appraisal fees, search fees and other out-of-pocket expenses and the fees and out-of-pocket expenses of any outside legal counsel to the Lender, independent public accountants and other outside experts retained by the Lender, and the allocated costs and expenses of any internal counsel to the Lender, the allocated costs and expenses of the staff of the Lender (including the staff of the Controller of the Nation), and including any costs, expenses or fees incurred or suffered by the Lender in connection with or during the course of any bankruptcy or insolvency proceedings of the Borrower. The Borrower shall pay any and all documentary and other taxes (other than income taxes generally applicable to the Lender) and all costs, expenses, fees and charges payable or determined to be payable in connection with the filing or recording of this Agreement, any other Loan Document or any other instrument or writing to be delivered hereunder or thereunder, or in connection with any transaction pursuant hereto or thereto, and shall reimburse, hold harmless and indemnify the Lender from and against any and all loss, liability or legal or other expense with respect to or resulting from any delay in paying or failure to pay any such tax, cost, expense, fee or charge or that any of them may suffer or incur by reason of the failure of the Borrower to perform any of its Obligations under the Loan Documents to the extent it is a party thereto. Any amount payable to the Lender under this Section shall bear interest at the Default Rate.

10.4 Nature of the Lender's Obligations. Nothing contained in this Agreement or any other Loan Document and no action taken by the Lender pursuant hereto or thereto may, or may be

deemed to make the Lender a partnership, an association, a joint venture or other entity, with the Borrower or any Affiliate of the Borrower.

10.5 Survival of Representations and Warranties. All representations and warranties contained herein or in any other Loan Document, or in any certificate or other writing delivered by or on behalf of any one or more of the parties to any Loan Document, will survive the making of the Loan and the execution and delivery of the Loan Documents, and have been or will be relied upon by the Lender, notwithstanding any investigation made by the Lender or on its behalf.

10.6 Notices. Except as otherwise expressly provided in the Loan Documents (a) all notices, requests, demands, directions and other communications provided for hereunder or under any other Loan Document must be in writing and must be mailed, telegraphed, telecopied, electronically submitted, delivered or sent by recognized overnight courier service, to the appropriate party at the address set forth on the signature pages of this Agreement or other applicable Loan Document or, as to any party to any Loan Document, at any other address as may be designated by it in a written notice sent to all other parties to such Loan Document in accordance with this Section; and (b) any notice, request, demand, direction or other communication given by telecopier or electronically must be confirmed within 48 hours by letter mailed or delivered to the appropriate party at its respective address. Except as otherwise expressly provided in any Loan Document, if any notice, request, demand, direction or other communication required or permitted by any Loan Document is given by mail it will be effective on the earlier of receipt or the third Business Day after deposit in the United States mail with first class or airmail postage prepaid; if given by telegraph or cable, when delivered to the telegraph company with charges prepaid; if given by telex, telecopier or electronically, when sent; or if given by personal delivery, when delivered. Notices given by the Borrower to the Lender under Articles 2 and 3 shall be deemed given on actual receipt by such Person.

10.7 Execution of Loan Documents. Unless the Lender otherwise specifies with respect to any Loan Document, this Agreement and any other Loan Document may be executed in any number of counterparts and any party hereto or thereto may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Agreement or any other Loan Document, as the case may be, when taken together will be deemed to be but one and the same instrument. The execution of this Agreement or any other Loan Document by any party hereto or thereto will not become effective until counterparts hereof or thereof, as the case may be, have been executed by all the parties hereto or thereto.

10.8 Binding Effect; Assignments. This Agreement and the other Loan Documents shall be binding upon and shall inure to the benefit of the parties hereto and thereto and their respective successors and assigns, except that the Borrower may not assign its rights hereunder or thereunder or any interest herein or therein without the prior written consent of the Lender. Any assignment by the Borrower without the prior written consent of the Lender shall be null and void; provided, that no Person other than the Lender shall have any rights under this sentence. The Lender may not assign its interest under the Loan Documents (or any portion thereof) without the prior written consent of the Borrower (unless an Event of Default has occurred and is continuing, in which case, no consent of the Borrower is required; provided that (i) the Lender agrees to use commercially reasonable efforts to provide the Borrower with at least five Business Days' prior written notice of such assignment and (ii) the failure of the Lender to provide such notice shall not

have any effect on the obligations of the Borrower under the Loan Documents or the rights and remedies of the Lender under the Loan Documents or result in any liability for the Lender).

10.9 Indemnity by the Borrower. The Borrower agrees to indemnify, save and hold harmless the Lender and its Affiliates (other than the Borrower), directors, officers, agents, attorneys and employees (collectively the "Indemnitees") from and against: (a) any and all claims, demands, actions or causes of action that are asserted against any Indemnatee by any third party, if the claim, demand, action or cause of action directly or indirectly relates to a claim, demand, action or cause of action that such Person asserts or may assert against the Borrower (or, to the extent related to the Loan Documents or the transactions contemplated thereby, any Affiliate of the Borrower or any officer of the Borrower); (b) any and all claims, demands, actions or causes of action by a third party if the claim, demand, action or cause of action arises out of or relates to the Loan, any collateral, the use or contemplated use of proceeds of the Loan, the relationship of the Borrower and the Lender under this Agreement or any transaction contemplated by the Loan Documents; (c) any administrative or investigative proceeding by any Governmental Agency arising out of or related to a claim, demand, action or cause of action described in clauses (a) or (b) above; and (d) any and all liabilities, losses, costs (including settlement costs) or expenses (including reasonable attorneys' fees and disbursements and other professional services) that any Indemnatee suffers or incurs as a result of the assertion of any foregoing claim, demand, action or cause of action; provided, that no Indemnatee shall be entitled to indemnification for any loss caused by its own gross negligence or willful misconduct. If any claim, demand, action or cause of action is asserted against any Indemnatee, such Indemnatee shall promptly notify the Borrower, but the failure to so promptly notify the Borrower shall not affect such Indemnatee's rights hereunder or the Borrower's obligations under this Section unless the Borrower is materially prejudiced thereby (and then only to the extent prejudiced). Each Indemnatee may contest the validity, applicability and amount of such claim, demand, action or cause of action with counsel selected by such Indemnatee. Each Indemnatee is authorized to employ counsel in enforcing its rights hereunder and in defending any claim, demand, action or cause of action covered by this Section; provided, that each Indemnatee shall endeavor in connection with any matter covered by this Section which also involves other Indemnitees, to use reasonable efforts to avoid unnecessary duplication of effort by counsel for all Indemnitees. Any obligation or liability of the Borrower to any Indemnatee under this Section shall survive the expiration or termination of this Agreement and the repayment of the Loan and the payment and performance of all other Obligations owed to the Lender; provided, however, that such obligations or liabilities shall not, from and after the date on which the Obligations are fully paid be deemed Obligations for any purpose under the Loan Documents.

10.10 No Third Parties Benefited. This Agreement is made for the purpose of defining and setting forth certain obligations, rights and duties of the Borrower and the Lender in connection with the Loan, and is made for the sole benefit of the Borrower, the Lender, and any of their successors and assigns. Except as expressly provided in Sections 10.9 and 10.20(c), no other Person shall have any rights of any nature hereunder or by reason hereof.

10.11 Further Assurances. The Borrower shall, at its sole expense and without expense to the Lender do, execute and deliver such further acts and documents as the Lender from time to time reasonably requires for the assuring and confirming unto the Lender of the rights hereby

created or intended now or hereafter so to be, or for carrying out the intention or facilitating the performance of the terms of any Loan Document.

10.12 Integration. This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and supersedes all prior agreements, written or oral, on the subject matter hereof. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control and govern; provided, that the inclusion of supplemental rights or remedies in favor of the Lender in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

10.13 Governing Law. This Agreement and the Loan Documents shall be governed by, construed and enforced in accordance with, the internal law of the Nation. The Borrower and each other party hereto each hereby consents to the application of civil law of the Nation to the construction, interpretation and enforcement of this Agreement and the other Loan Documents, and to the application of civil law of the Nation to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments, enforcement of legal remedies. This Agreement and the Loan Documents shall be construed in accordance with their intent and with the fair meaning of its provisions and without regard to any presumption or other rule requiring construction against the party which caused the same to be drafted.

10.14 Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable or invalid as to any party or in any jurisdiction shall, as to that party or jurisdiction, be inoperative, unenforceable or invalid without affecting the remaining provisions or the operation, enforceability or validity of that provision as to any other party or in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

10.15 Headings. Article and Section headings in this Agreement and the other Loan Documents are included for convenience of reference only and are not part of this Agreement or the other Loan Documents for any other purpose.

10.16 Time of the Essence. Time is of the essence in the performance of the Loan Documents.

10.17 Reserved.

10.18 Purported Oral Amendments. THE BORROWER AND THE LENDER EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS MAY ONLY BE AMENDED OR MODIFIED, OR THE PROVISIONS HEREOF OR THEREOF WAIVED OR SUPPLEMENTED, BY AN INSTRUMENT IN WRITING THAT COMPLIES WITH SECTION 10.2. EACH PARTY AGREES THAT IT WILL NOT RELY ON ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR ORAL OR WRITTEN STATEMENTS BY ANY OTHER PARTY THAT DOES NOT COMPLY

WITH SECTION 10.2 TO EFFECT AN AMENDMENT, MODIFICATION, WAIVER OR SUPPLEMENT TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

10.19 Reserved.

10.20 Limited Waiver Of Sovereign Immunity; Consent To Jurisdiction.

(a) THE BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ITS SOVEREIGN IMMUNITY (AND ANY DEFENSE BASED THEREON) ARISING FROM ANY SUIT, ACTION OR PROCEEDING OR FROM ANY LEGAL PROCESS SOLELY TO THE EXTENT BROUGHT BY OR INITIATED BY THE LENDER OR ANY OTHER PERSON WHO IS ENTITLED TO THE BENEFITS OF THE LOAN DOCUMENTS (INCLUDING WITHOUT LIMITATION THE INDEMNIFIED PERSONS REFERRED TO IN SECTION 10.9) (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION, EXERCISE OF CONTEMPT POWERS, OR OTHERWISE) IN ANY FORUM PROVIDED FOR IN THIS AGREEMENT, WITH RESPECT TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. SUCH LIMITED WAIVER OF SOVEREIGN IMMUNITY PERMITS RECOURSE AND ENFORCEMENT AGAINST ANY AND ALL PROPERTY OF THE BORROWER. THE OBLIGATIONS OF THE BORROWER UNDER THE LOAN DOCUMENTS ARE A GENERAL OBLIGATION OF THE BORROWER. FOR THE AVOIDANCE OF DOUBT, THE OBLIGATIONS OF THE BORROWER UNDER THE LOAN DOCUMENTS IN NO WAY CONSTITUTE AN OBLIGATION OR AGREEMENT OF THE NATION.

(b) THE BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE COURTS OF THE NATION (INCLUDING ALL NAVAJO NATION COURTS TO WHICH DECISIONS OF THE COURTS OF THE NATION MAY BE APPEALED) WITH RESPECT TO ANY DISPUTE OR CONTROVERSY ARISING OUT OF THIS AGREEMENT OR ANY LOAN DOCUMENT, INCLUDING ANY AMENDMENT OR SUPPLEMENT WHICH MAY BE MADE HERETO OR THERETO OR TO ANY TRANSACTION IN CONNECTION HERewith OR THEREWITH.

(c) THE WAIVERS AND CONSENTS DESCRIBED IN THIS SECTION 10.20 SHALL INURE SOLELY TO THE BENEFIT OF THE LENDER AND EACH OTHER PERSON WHO IS ENTITLED TO THE BENEFITS OF THE LOAN DOCUMENTS (INCLUDING WITHOUT LIMITATION THE INDEMNIFIED PERSONS REFERRED TO IN SECTION 10.9). THE LENDER AND SUCH OTHER PERSONS SHALL HAVE AND BE ENTITLED TO ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES, INCLUDING THE RIGHT TO SPECIFIC PERFORMANCE, MONEY DAMAGES AND INJUNCTIVE OR DECLARATORY RELIEF. THE WAIVERS OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION CONTAINED IN THIS SECTION 10.20 ARE IRREVOCABLE.

(d) THE PARTIES AGREE THAT NOTHING HEREIN IS INTENDED TO BE, NOR SHALL BE INTERPRETED TO BE, A WAIVER OF SOVEREIGN IMMUNITY OF THE NAVAJO NATION. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT IS NOT SUBJECT TO THE NAVAJO ARBTRATION ACT AND THAT REFERENCES HEREIN TO ARBTRATION ARE INTENDED TO BE READ TO PROVIDE FOR THE COMPULSION OF ARBITRATION AS AGAINST THE BORROWER ONLY (AND NOT THE NAVAJO NATION) AND ENFORCEABILITY OF AN ARBITRATION AWARD AS AGAINST THE BORROWER ONLY (AND NOT AS AGAINST THE NAVAJO NATION).

10.21 USA Patriot Act. The Lender hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Lender to identify the Borrower in accordance with the Patriot Act.

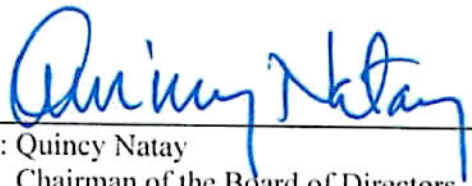
10.22 Waiver of Punitive Damages; Etc. Notwithstanding anything to the contrary contained in this Agreement, the Borrower hereby agrees that it shall not seek from the Lender punitive, consequential or exemplary damages under any theory of liability. Notwithstanding anything to the contrary contained in this Agreement, the Lender hereby agrees that it shall not seek from the Borrower punitive, consequential or exemplary damages under any theory of liability.

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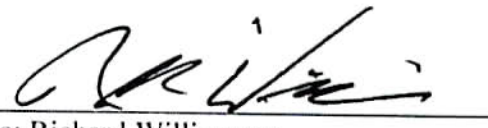
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

"Borrower":

NAVAJO NATION GAMING ENTERPRISE

By: 
Name: Quincy Natay
Title: Chairman of the Board of Directors

By: 
Name: Brian Parrish
Title: Chief Executive Officer

By: 
Name: Richard Williamson
Title: Chief Financial Officer

Address for Notices:


Navajo Nation Gaming Enterprise
P.O. Box 1700
249 East NM 118
Church Rock, NM 87311
Attention: Chief Executive Officer
Telephone: (505) 905-7100
Telecopier: (505) 905-7240

[Signature Page to Second Amended, Restated and Consolidated Loan Agreement]

"Lender":

NAVAJO NATION (listed in the *Federal Register* as NAVAJO NATION, ARIZONA, NEW MEXICO & UTAH), acting by and through the Budget and Finance Committee of the Navajo Nation Council and by the Navajo Nation Investment Committee

By: _____


Russell Begaye, President

Address for Notices:

Office of the Controller
P.O. Box 3150
Window Rock, Arizona 86515
Attention: Controller
Telephone: (928) 871-6327
Telecopier: (928) 871-6026

[Signature Page to Second Amended, Restated and Consolidated Loan Agreement]

EXHIBIT A

COMPLIANCE CERTIFICATE

To: Navajo Nation (listed in the *Federal Register* as Navajo Nation, Arizona, New Mexico & Utah), acting by and through the Budget and Finance Committee of the Navajo Nation Council and by the Navajo Nation Investment Committee

This Compliance Certificate ("Certificate") is delivered with reference to the Second Amended, Restated and Consolidated Loan Agreement, dated as of December 1, 2017, by and among the Navajo Nation Gaming Enterprise ("Borrower") and the Navajo Nation (listed in the *Federal Register* as Navajo Nation, Arizona, New Mexico & Utah), acting by and through the Budget and Finance Committee of the Navajo Nation Council and by the Navajo Nation Investment Committee (the "Lender") (as amended, restated, extended, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement and not otherwise defined in this Certificate shall have the meanings defined for them in the Loan Agreement. Section references herein relate to the Loan Agreement unless stated otherwise. In the event of any conflict between the calculations set forth in this Certificate and the manner of calculation required by the Loan Agreement, the terms of the Loan Agreement shall govern and control.

This Certificate is delivered in accordance with Section 7.2 of the Loan Agreement by a Senior Officer. This Certificate is delivered with respect to the four Fiscal Quarter period ended _____, ____ (the "Test Date"). Information indicating compliance with respect to the covenants in Sections 6.3 and 6.7 of the Loan Agreement and calculation of the Leverage Ratio is set forth below:

I. Section 6.3 – Investments

- (a) As of the Test Date, the Borrower has Investments in Cash and Cash Equivalents permitted by Section 6.3(a) of the Loan Agreement (and such Investments are subject to a Control Agreement) and the Borrower has no other Investments other than those noted in item (b) below.
- (b) As of the Test Date, the Borrower has aggregate Investments consisting of payroll advances to employees of the Borrower in the ordinary course of business as permitted under Section 6.3(b) of the Loan Agreement of \$_____ and all such Investments in the aggregate are within the maximum limitations set forth in the Loan Agreement (\$250,000).

II. Section 6.7– Indebtedness

As of the Test Date, the Borrower has outstanding (i) purchase money Indebtedness in the principal amount of \$_____ and (ii) Indebtedness with respect to Capital Lease Obligations of \$_____. The aggregate outstanding principal amount of such Indebtedness is \$_____ and such Indebtedness in the aggregate is within the limitations set forth in the Loan Agreement.

III. Leverage Ratio

As of the Test Date, the Leverage Ratio was: _____ calculated as follows:

IV. Account and Fund Balances

As of the Test Date, the Fire Rock Permanent Facility Reserve Account Balance is \$ _____ and the Sinking Fund Balance is \$ _____.

V. Events of Default.

To the knowledge of the undersigned, during the fiscal period covered by this Certificate, no Default or Event of Default has occurred and is continuing, with the exceptions set forth below in response to which the Borrower has taken (or caused to be taken) or proposes to take (or cause to be taken) the following actions (if none, so state).

VI. Certification.

The undersigned Senior Officer certifies that the calculations made and the information contained herein are derived from the books and records of the Borrower and that each and every matter contained herein correctly reflects those books and records.

Dated: _____.

NAVAJO NATION GAMING ENTERPRISE

By: _____
Name: _____
Title: _____

SCHEDULE 3.1
DEBT SERVICE SCHEDULE¹

Payment	Date	Principal Payment	Interest Payment	Total Loan Payment	Loan Balance
	12/1/2017				208,189,025
1	3/31/2018	1,734,909	4,352,423	6,087,331	206,454,117
2	6/30/2018	1,734,909	3,246,032	4,980,941	204,719,208
3	9/30/2018	1,734,909	3,254,126	4,989,034	202,984,299
4	12/31/2018	1,734,909	3,226,548	4,961,457	201,249,391
5	3/31/2019	1,734,909	3,129,428	4,864,337	199,514,482
6	6/30/2019	1,734,909	3,136,922	4,871,830	197,779,574
7	9/30/2019	1,734,909	3,143,816	4,878,725	196,044,665
8	12/31/2019	1,734,909	3,116,239	4,851,147	194,309,757
9	3/31/2020	1,734,909	3,055,089	4,789,998	192,574,848
10	6/30/2020	1,734,909	3,027,812	4,762,720	190,839,940
11	9/30/2020	1,734,909	3,033,507	4,768,415	189,105,031
12	12/31/2020	1,734,909	3,005,930	4,740,838	187,370,123
13	3/31/2021	1,734,909	2,913,605	4,648,514	185,635,214
14	6/30/2021	1,734,909	2,918,701	4,653,610	183,900,306
15	9/30/2021	1,734,909	2,923,198	4,658,106	182,165,397
16	12/31/2021	1,734,909	2,895,620	4,630,529	180,430,488
17	3/31/2022	1,734,909	2,805,694	4,540,603	178,695,580
18	6/30/2022	1,734,909	2,809,591	4,544,499	176,960,671
19	9/30/2022	1,734,909	2,812,888	4,547,797	175,225,763
20	12/31/2022	1,734,909	2,785,311	4,520,219	173,490,854
21	3/31/2023	1,734,909	2,697,783	4,432,691	171,755,946
22	6/30/2023	1,734,909	2,700,481	4,435,389	170,021,037
23	9/30/2023	1,734,909	2,702,579	4,437,487	168,286,129
24	12/31/2023	1,734,909	2,675,002	4,409,910	166,551,220
25	3/31/2024	1,734,909	2,618,648	4,353,556	164,816,312
26	6/30/2024	1,734,909	2,591,370	4,326,279	163,081,403
27	9/30/2024	1,734,909	2,592,270	4,327,178	161,346,494
28	12/31/2024	1,734,909	2,564,692	4,299,601	159,611,586
29	3/31/2025	1,734,909	2,481,960	4,216,869	157,876,677
30	6/30/2025	1,734,909	2,482,260	4,217,168	156,141,769
31	9/30/2025	1,734,909	2,481,960	4,216,869	154,406,860
32	12/31/2025	1,734,909	2,454,383	4,189,291	152,671,952
33	3/31/2026	1,734,909	2,374,049	4,108,957	150,937,043
34	6/30/2026	1,734,909	2,373,150	4,108,058	149,202,135
35	9/30/2026	1,734,909	2,371,651	4,106,559	147,467,226
36	12/31/2026	1,734,909	2,344,073	4,078,982	145,732,318
37	3/31/2027	1,734,909	2,266,138	4,001,046	143,997,409
38	6/30/2027	1,734,909	2,264,039	3,998,948	142,262,500
39	9/30/2027	1,734,909	2,261,341	3,996,250	140,527,592
40	12/31/2027	1,734,909	2,233,764	3,968,673	138,792,683

¹ The Debt Service Schedule shall be updated on an annual basis to reflect Sinking Fund payments and other pre-payments of principal.

SCHEDULE 4.11

LITIGATION

None.

SCHEDULE 4.22

DEPOSIT ACCOUNTS

Depository Accounts:

NNGE Depository	501014713798
Fire Rock Depository	501014713905
Flowing Water Depository	501014713950
Northern Edge Depository	501014714001
Twin Arrows Depository	501014714056

Operating Accounts:

NNGE - Operating	501014713808
Fire Rock - Operating	501014713879
Flowing Water - Operating	501014713921
Northern Edge - Operating	501014713976
Twin Arrows - Operating	501014714027

Capital and Project Accounts:

NNGE - Project A	501014713837
NNGE - Project B	501014713840
NNGE - Project C	501014713853
Capital Account	501014713866

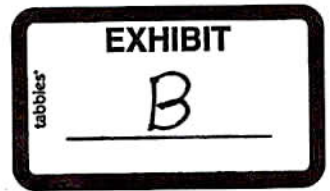
SCHEDULE 7.1(f)

USEFUL LIFE FORM

Description of Assets (Based upon Asset Class)	Asset Values	Remaining Useful Life	Weighted Average Useful Life
Property Improvements Building Furniture Slots Slot Equipment Bingo Equipment Table Games Equipment Cage/Softcount Equipment Restaurant Equipment Vehicles Misc. Other Equipment Software Artwork			
Total:			

Reserves for Capital Improvements and Equipment	Value of Asset to be Acquired	Useful Life of Class of Asset to be Acquired	Weighted Average Useful Life
Total:			

Weighted Average Useful Life of Assets and Reserves	
--	--



LOAN AGREEMENT

(Síhasin Travel Center Project)

Dated as of May 23, 2018

between

**NAVAJO NATION GAMING ENTERPRISE,
as the Borrower,**

and

**NAVAJO NATION (LISTED IN THE FEDERAL
REGISTER AS NAVAJO NATION, ARIZONA, NEW
MEXICO & UTAH),
as the Lender**

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LOAN AGREEMENT
(Sihasin Travel Center Project)

This LOAN AGREEMENT (the "Agreement"), dated as of May 23, 2018 is entered into by and between the **NAVAJO NATION GAMING ENTERPRISE**, an instrumentality and enterprise of the Nation (defined below), as the borrower (the "Borrower"), and the **NAVAJO NATION** (listed in the Federal Register as NAVAJO NATION, ARIZONA, NEW MEXICO & UTAH), a federally recognized Indian tribe, as the lender (the "Nation" or the "Lender").

RECITALS

WHEREAS, the Sihasin Fund was created and established by the Nation under CD-68-14, enacted on December 31, 2014 (the "Settlement Act"), and was funded with the proceeds from the settlement of Navajo Nation v. United States; and

WHEREAS, the Navajo Nation Council enacted CJY-39-16 on July 20, 2016 which adopted the "Sihasin Fund Twin Arrows Travel Center Development Expenditure Plan" (the "Expenditure Plan") pursuant to the Settlement Act for the purpose of providing financial support in the form of a combination of direct funding and loan funding to the Borrower to develop a Twin Arrows Travel Center as an economic development expenditure plan through the Sihasin Fund; and

WHEREAS, the Expenditure Plan provides that the Twin Arrows Travel Center will consist of (i) access to the Twin Arrows Navajo Casino Resort, (ii) a convenience store, and (iii) a gas station, including a separate diesel island and temporary parking area (collectively, the "Project"); and

WHEREAS, the Borrower has indicated that the Project will more specifically consist of designing, planning and construction of (i) infrastructure (including utilities for the Twin Arrows Travel Center and ancillary developments, site work including foundations, an extension of Twin Arrows Road, modifications to Resort Boulevard, and temporary parking areas; (ii) a convenience store and ancillary building; (iii) a gas station, and a separate diesel island; (iv) start-up activities; and (v) education and training programs relating to the construction and operation of the Project; and

WHEREAS, the Expenditure Plan approves and adopts total funding for Project in the amount of \$10,000,000 from the Sihasin Fund as follows: (i) \$2,500,000 of direct funding from the Sihasin Fund for the planning, development and construction of infrastructure necessary to support the Project and ancillary developments, (ii) \$3,500,000 of direct funding from the Sihasin Fund for the planning, development and construction of the Project (items (i) and (ii) referred to as the "Non-Repayment Amounts"), and (iii) a loan in the amount of \$4,000,000 from the Sihasin Fund for the planning, development and construction of the Project (the "Loan"); and

WHEREAS, the Expenditure plan provides that the Loan portion of the financial support of the Project shall be repaid to the Sihasin Fund under a loan agreement approved by the Budget and Finance Committee; and

WHEREAS, the Expenditure Plan provides that the Loan shall bear an interest rate of one and one-half percent (1.5%) and shall amortize over a fifteen (15) year period; and

WHEREAS, the Expenditure Plan further provides, among other things, that the loan agreement provide that: (i) the Borrower shall use the proceeds of the Loan solely to design, plan and construct the Project, (ii) the Nation's Controller shall release the funds to the Borrower in accordance with a construction plan or other agreed upon schedule, and (iii) the Borrower return any cost savings to the Nation for deposit into the Sihasin Fund upon the completion of the Project; and

WHEREAS, the Expenditure Plan also requires various administration and reporting obligations for the Borrower that are incorporated into this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises contained in this Agreement, Lender and Borrower agree as follows:

ARTICLE 1 DEFINITIONS AND ACCOUNTING TERMS

1.1 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"Advance" means a cash advance made by the Lender to Borrower of proceeds of the Loan and the Non-Repayment Amounts, which have been approved by Lender pursuant to the terms and conditions of this Agreement and Exhibit C hereto.

"Affiliate" means, as to any Person, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (and the correlative terms, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise). The Nation (except in its capacity as the Lender under the Loan Documents) shall be deemed to be an affiliate of the Borrower.

"Agreement" means this Loan Agreement, as the same may be amended or supplemented by the written agreement of the Lender and the Borrower from time to time.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Anti-Money Laundering Laws" means any and all laws, statutes, regulations or obligatory government orders, decrees, ordinances or rules applicable to Lender, its Subsidiaries or Affiliates related to terrorism financing or money laundering, including any applicable provision of the Patriot Act and The Currency and Foreign Transactions Reporting Act (also

known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5330 and 12U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

"Authorizing Resolution" means Resolution No. NNGENOV-003-17, adopted on November 28, 2017, as supplemented by Resolution No. NNGEAPR-002-18, adopted on April 5, 2018 by the Enterprise Board.

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978, as amended.

"Bond Financing Act" means 12 N.N.C. § 1300, et seq., as amended from time to time.

"Borrower" means the Navajo Nation Gaming Enterprise, an instrumentality and enterprise of the Navajo Nation.

"Business Day" means any day other than a Saturday, a Sunday, or days when commercial banks in Window Rock, Arizona are closed for a legal holiday or by government directive.

"Capital Expenditure" means any expenditure that is considered a capital expenditure under GAAP, consistently applied, including any amount that is required to be treated as an asset subject to a Capital Lease.

"Capital Lease" means, with respect to any Person, any lease of, or other arrangement conveying the right to use, any Property by a Person as lessee that has been or should be accounted for as a capital lease on a balance sheet of such Person prepared in accordance with GAAP.

"Capital Lease Obligation" means, as to any Person at the time any determination thereof is to be made, the amount of the liability in respect of a Capital Lease that would at such time be so required to be capitalized on the balance sheet of such Person in accordance with GAAP.

"Casinos" means, collectively, Borrower's casinos commonly known as the Fire Rock Navajo Casino, the Flowing Water Navajo Casino, the Northern Edge Navajo Casino and the Twin Arrows Navajo Casino Resort, together with all support facilities and improvements appurtenant or related thereto, as they exist from time to time (including as expanded from time to time).

"Closing Date" means the date on which closing occurs.

"Commission" means the Navajo Hopi Land Commission Office, a program under the Office of the President of the Navajo Nation established pursuant to 2 N.N.C. § 2021 and pursuant to its Plan of Operation is responsible for the administration and use of the Navajo Rehabilitation Trust Funds under the President's direction as authorized by P.L. 100-666.

"Commission Loan" means the loan to the Borrower from the Commission in the original principal amount of \$3,715,777 made on January 19, 2011, which loan was modified on January 9, 2015 to restate the outstanding principal amount in the amount of \$3,742,452, with an interest rate of ten percent (10%) per annum and a maturity date of January 9, 2045, the proceeds of

which were used to pay costs for development of the Twin Arrows Navajo Casino Resort, as the same may be amended, restated or foreborne from time to time.

"Compliance Certificate" means a certificate substantially in the form of Exhibit D, properly completed and signed by a Senior Officer of the Borrower.

"Construction and Education Plan" means the Construction and Education Plan required by the Expenditure Plan for the Project which sets forth the construction schedule for the Project, the disbursement schedule for the Loan and the Non-Repayment Amounts and the educational and training purposes of the Project, as such plan shall be implemented, updated and amended from time to time for the purpose of ensuring compliance with the Expenditure Plan for the Project.

"Controller" means the Person appointed as the controller of the Nation pursuant to 12 N.N.C. § 201, et seq., and serving in such capacity as contemplated by 12 N.N.C. § 201, et seq. The Controller is solely responsible to the Navajo Nation Council and the Budget and Finance Committee concerning the propriety of financial transactions, and compliance with Council or committee directives pursuant to 12 N.N.C. § 203(B). As of the Closing Date, the Controller is Ms. Pearline Kirk.

"Council" means the Navajo Nation Council established pursuant to 2 N.N.C. § 101, et seq.

"Debtor Relief Laws" means the Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

"Default" means any event that, after the giving of any applicable notice or passage of time, or both, would constitute an Event of Default.

"Default Rate" has the meaning set forth in Section 3.3.

"Depository" means Navajo Nation, acting by and through the Office of the Controller or any bank or trust company that assumes the obligations of Depository under the Depository Agreement.

"Depository Agreement" means the Amended, Restated and Consolidated Depository Agreement dated as of April 3, 2012, as amended, among the Borrower, the Lender and the Depository, as the same hereafter may be amended, supplemented, restated or replaced from time to time.

"Disposition" means the sale, lease, conveyance or other disposition of Property.

"Enterprise Board" means the Board of Directors of the Borrower.

"ERISA" means the Employee Retirement Income Security Act of 1974, and any regulations issued pursuant thereto, as amended or replaced and as in effect from time to time.

"ERISA Affiliate" means, with respect to any Person, any Person (or any trade or business, whether or not incorporated) that is under common control with that Person within the meaning of Section 414 of the Internal Revenue Code of 1986, Title 26, U.S.C., as amended or replaced and as in effect from time to time.

"Event of Default" has the meaning given to such term in Section 9.1.

"Expenditure Plan" has the meaning set forth in the recitals hereto.

"Fiscal Quarter" means a fiscal quarter of the Borrower consisting of a three month fiscal period ending on each March 31, June 30, September 30 and December 31.

"Fiscal Year" means a fiscal year of the Lender consisting of a twelve month fiscal period ending on each 30th day of September.

"Forbearance Agreement" means the Fourth Amended and Restated Forbearance Agreement dated January 9, 2015 between the Lender and the Borrower relating to the Gaming Loan.

"Fund Management Plan" means the Fund Management Plan required by Section 4(A)(4) of the Expenditure Plan, approved by the Enterprise Board in compliance with the Expenditure Plan, which Fund Management Plan includes provisions requiring the Borrower to keep the proceeds of the Loan and the Non-Repayment Amounts separate from other Borrower monies and requires the Borrower to audit the use of the proceeds of the Loan and the Non-Repayment Amounts on an annual basis, which requirements are further set forth in Section 5.9 hereof.

"GAAP" means, as of any date of determination, accounting principles set forth as generally accepted in the United States of America in currently effective opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and in statements of the Financial Accounting Standards Board, together with interpretive rulings and bulletins issued in connection therewith. The term "consistently applied," as used in connection therewith, means that the accounting principles applied are consistent in all material respects to those applied at prior dates or for prior periods.

"Gaming Board" means, collectively, (a) the state gaming agency, state gaming control board or similar Governmental Agency of the States of Arizona and New Mexico, (b) the National Indian Gaming Commission, (c) the Gaming Regulatory Office, and (d) any other Governmental Agency that holds or exercises licensing or permit authority over gambling, gaming or casino activities conducted by the Borrower within its jurisdiction.

"Gaming Compacts" means (i) the tribal-state compact entered into between the Nation and the State of Arizona for the conduct of class III gaming pursuant to IGRA, executed by the State of Arizona on November 6, 2003, approved by the Secretary of the Interior on January 2, 2004 and effective as of January 16, 2004, as amended from time to time, and (ii) the tribal-state compact entered into between the Nation and the State of New Mexico pursuant to IGRA dated April 13, 2015, and effective as of June 22, 2015, each as amended by the Nation from time to time.

"Gaming Distribution Plan" means the revenue allocation plan regarding the allocation of gaming revenues of the Borrower adopted by the Nation on July 25, 2008 as codified in 12 N.N.C. § 2201 et seq., in accordance with the laws of the Nation.

"Gaming Laws" means IGRA, the Gaming Ordinance and all other Laws pursuant to which any Gaming Board holds or exercises licensing or permit authority over gambling, gaming, or casino activities conducted by the Borrower within its jurisdiction.

"Gaming Ordinance" means the Ordinance for the Regulation of Gaming Activities within the Navajo Nation adopted by the Nation on October 16, 2001, codified at 5 N.N.C. § 2001 et seq., as amended from time to time, and as approved by the National Indian Gaming Commission pursuant to 25 U.S.C. § 2710(e).

"Gaming Loan" means all loans made to the Borrower by the Lender or any lender of Permitted Refinancing Indebtedness, for the purpose of financing or refinancing the acquisition, development and construction of the Casinos, including any Permitted Refinancing Indebtedness.

"Gaming Loan Documents" means all documents relating to or evidencing the Gaming Loan at any time, as the same amended, restated, replaced or foreborne from time to time.

"Gaming Loan Indebtedness" means that indebtedness of Borrower evidenced by the Gaming Loan Documents.

"Governing Documents" means the governing documents of the Borrower, including 5 N.N.C. § 1701 et seq. and the Borrower's Bylaws.

"Governmental Agency" means (a) any international, foreign, federal, tribal, state, county or municipal government, or political subdivision thereof, (b) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, (c) any court, administrative tribunal or public utility, or (d) any arbitration tribunal or other non-governmental authority to whose jurisdiction a Person has consented.

"Hazardous Materials" means substances defined as hazardous substances pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., or as hazardous, toxic or pollutant pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or in any other applicable Hazardous Materials Law, in each case as such laws are amended from time to time.

"Hazardous Materials Laws" means all federal, tribal, applicable state or applicable local laws, ordinances, rules or regulations governing the disposal of Hazardous Materials, to the extent applicable.

"Indebtedness" means, as to any Person on any date of determination, without duplication, (a) all indebtedness of such Person for borrowed money (including obligations to repurchase receivables and other assets sold with recourse), (b) that portion of the obligations of such Person under Capital Leases (c) any obligation of such Person that is evidenced by a promissory note or other instrument representing an extension of credit to such Person, whether

or not for borrowed money, (d) any obligation of such Person for the deferred purchase price of Property or services (other than trade or other accounts payable in the ordinary course of business in accordance with customary terms not exceeding 90 days past the date of invoice), (e) any obligation of such Person that is secured by a Lien on assets of such Person, whether or not that Person has assumed such obligation or whether or not such obligation is nonrecourse to the credit of such Person, (f) obligations of such Person arising under acceptance facilities or under facilities for the discount of accounts receivable of such Person, (g) face amount of all letters of credit issued for the account of such Person. To the extent not included above, "Indebtedness" shall include the Loan, the Gaming Loan, the Utility Loan, the Commission Loan and all other Obligations.

"Interest Rate" means 1.5% per annum.

"Laws" means, collectively, all international, foreign, federal, tribal, applicable state and applicable local constitutions, statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents.

"Lease Agreement" means, collectively, (a) the Business Site Lease dated January 7, 2011 between the Navajo Nation, Division of Economic Development (as lessor) and the Borrower (as lessee) for Borrower's use of the land upon which the Northern Edge Navajo Casino is located and operated, (b) the Business Site Lease executed on or about January 11, 2011, between the Navajo Nation, Division of Economic Development (as lessor) and the Borrower (as lessee) for Borrower's use of the land upon which the Twin Arrows Navajo Casino Resort is located and operated, (c) the Business Site Lease dated April 11, 2008 between the Navajo Nation, Division of Economic Development (as lessor), and the Borrower (as lessee) for Borrower's use of the land upon which the Fire Rock Navajo Casino is located and operated, and (d) the Business Site Lease dated July 21, 2010 between the Navajo Nation, Division of Economic Development (as lessor) and the Borrower (as lessee) for Borrower's use of the land upon which the Flowing Water Navajo Casino is located and operated.

"Lender" has the meaning given to such term in the first paragraph of this Agreement.

"Lender's Office" means the Lender's address as set forth on the signature pages of this Agreement, or such other address as the Lender hereafter may designate by written notice to the Borrower.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, lien or charge of any kind, whether voluntarily incurred or arising by operation of Law or otherwise, affecting any Property, including any agreement to grant any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security interest, and/or the filing of or agreement to give any financing statement under the Navajo Nation UCC or comparable Law of any jurisdiction with respect to any Property.

"Loan" means the loan made by the Lender to the Borrower pursuant to the terms and conditions of this Agreement.

"Loan Documents" means, collectively, this Agreement, the Note, each Request for Advance and all other agreements of any type or nature heretofore or hereafter executed and delivered by the Borrower to the Lender in any way relating to or in furtherance of this Agreement.

"Material Adverse Effect" means any circumstance or event or any set of circumstances or events which (a) could have any material adverse effect whatsoever upon the validity or enforceability of any provision of any Loan Document, (b) may reasonably be expected to be material and adverse to the business, Property, operations, condition (financial or otherwise) or the prospects of the Borrower, (c) materially impairs or could materially impair the ability of the Borrower to perform its Obligations under the Loan Documents, (d) materially impairs or could materially impair the ability of the Lender to enforce any of the Obligations or any of the benefits intended to be created and conveyed by the Loan Documents.

"Material Documents" means, collectively, the Authorizing Resolution, the Expenditure Plan, the Fund Management Plan, the Construction and Education Plan, the Gaming Loan Documents, the Utility Loan, the Commission Loan, the Lease Agreement, the Gaming Distribution Plan, the Gaming Compacts and the Gaming Ordinance.

"Maturity Date" means fifteen (15) years from the first Payment Date occurring one (1) year after the Opening Date as set forth in the debt service and amortization schedule prepared by the Controller pursuant to Section 3.1 hereof.

"Maximum Loan Amount" means an aggregate principal amount of \$4,000,000.

"Member" means an enrolled tribal member of the Nation and their respective immediate family members.

"Nation" has the meaning given to such term in the first paragraph of this Agreement.

"Navajo Nation UCC" means the Navajo Uniform Commercial Code, codified at 5A N.N.C. §1-101, et seq.

"Negative Pledge" means any covenant binding on the Borrower that prohibits the creation of Liens on any of its Property.

"Net Available Proceeds" means: (a) in the case of any Disposition, the aggregate amount of all cash payments, and the fair market value of any non-cash consideration, received by the Borrower directly or indirectly in connection with such Disposition; provided, that such cash payments and non-cash consideration shall be net of the amount of any reasonable legal, title and recording expenses, and commissions paid by the Borrower in connection with such Disposition; and (b) in the case of any casualty event, the aggregate amount of proceeds of insurance, condemnation awards and other compensation received in respect of such casualty event net of the amount of any reasonable legal, title and recording expenses, and commissions paid by the Borrower in connection therewith.

"Non-Repayment Amounts" means (i) \$2,500,000 for infrastructure costs related to the Project, plus (ii) \$3,500,000 for construction and development of the Project, for a total amount of \$6,000,000 as authorized by the Expenditure Plan.

"Note" means the promissory note made by the Borrower and payable to the order of the Lender in substantially the form attached hereto as Exhibit A evidencing the Loan.

"Obligations" means and includes all loans, advances, debts, liabilities and obligations, howsoever arising, owed or owing by the Borrower to the Lender of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising pursuant to the terms of any of the Loan Documents, including without limitation all interest (including interest that accrues after the commencement of any bankruptcy or other insolvency proceeding by or against the Borrower, whether or not allowed or allowable), fees, charges, expenses, attorneys' fees and accountants' fees chargeable to and payable by the Borrower hereunder and thereunder.

"Opening Date" means the day that the Project is first open to the public for purposes of providing fuel and convenience store sales.

"Payment Date" means the first day of each month, commencing on the first day of the first month that is one year after the Opening Date.

"Permitted Refinancing Indebtedness" shall mean Indebtedness incurred (including by means of the extension or renewal of existing Indebtedness) to refinance, refund, extend, renew or replace existing Gaming Loan Indebtedness ("Refinanced Indebtedness"); provided that the principal amount of such refinancing, refunding, extending, renewing or replacing Indebtedness is not greater than the principal amount of such Refinanced Indebtedness as the date of this Agreement (or other amount consented to by the Lender), plus the amount of unutilized commitments thereunder, plus the amount of any make-whole amounts, premiums or penalties and accrued and unpaid interest paid thereon and reasonable fees (including upfront fees and original issue discount) and expenses, in each case associated with such refinancing, refunding, extension, renewal or replacement.

"Person" means any entity, whether an individual, trustee, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, joint stock company, trust, estate, unincorporated organization, business association, tribe, instrumentality, enterprise (including the Borrower), firm, joint venture, Governmental Agency, or otherwise.

"Project Costs" means all costs, expenses and fees for the design, planning, pre-construction, construction, commissioning, inspections, education and training, and start-up of the Project. These include, but are not limited to: professional services, contractors, sub-contractors, labor, paid internships, permits, materials, supplies, insurance, bonds, temporary utilities, travel, furniture, furnishings, equipment, uniforms, beginning inventory including cash for point of sales, human resources and marketing-related expenses.

"Project" has the meaning ascribed thereto in the recitals hereto.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Real Property" means the land held in trust for the benefit of the Navajo Nation upon which the Project will be located, including the improvements thereon.

"Request for Advance" means a written request for an Advance, substantially in the form of Exhibit B, signed by a Senior Officer of the Borrower and properly completed to provide all information required to be included therein.

"Requirement of Law" means, as to any Person, the formation document, the articles or certificate of incorporation and bylaws, the partnership agreement and any related certificate of partnership, or other organizational or governing documents of such Person, and any Law, or judgment, order, award, decree, writ or determination of a Governmental Agency, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Sanctioned Country" means at any time, a country or territory which is itself the subject or target of any Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan and Syria).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in clauses (a) and (b).

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"Senior Officer" means, the Chairperson of the Enterprise Board of the Borrower, the Chief Executive Officer and the Chief Financial Officer of the Borrower, or any other individual specifically authorized in a resolution adopted by the Borrower to the extent authorized therein; provided, that, with respect to anyone so authorized, the Lender receives (i) an incumbency certificate which identifies such individual(s) and (ii) a copy of such resolution(s). Subject to the preceding sentence, each Senior Officer shall be conclusively presumed to be authorized to act on behalf of the Borrower with respect to the transactions contemplated by the Loan Documents.

"Subsidiary" means, as of any date of determination and with respect to any Person, any other corporation, partnership, instrumentality, enterprise or other business entity (whether or not, in either case, characterized as such or as a "joint venture"), whether now existing or hereafter organized or acquired: (a) in the case of a corporation, of which a majority of the securities having ordinary voting power for the election of directors or other governing body (other than securities having such power only by reason of the happening of a contingency) are at

the time beneficially owned by such Person and/or one or more Subsidiaries of such Person, or (b) in the case of a partnership or other business entity, of which a majority of the partnership or other ownership interests are at the time beneficially owned by such Person and/or one or more of its Subsidiaries or the management of which is otherwise controlled directly, or indirectly through one or more of such Person.

"Utility Loan" means, collectively, (a) the loan to the Borrower from the Navajo Tribal Utility Authority pursuant to Loan Agreement dated July 15, 2011, as modified by a Modification dated January 9, 2015, in the original principal amount of \$15,500,000 and restated on January 9, 2015 in the principal amount of \$23,474,155, with an interest rate of nine percent (9%) per annum, for a term not to exceed seven (7) years, the proceeds of which were used to pay costs for development of utilities and infrastructure necessary for the operation of the Twin Arrows Navajo Casino Resort, (b) the loan to the Borrower from the Navajo Tribal Utility Authority pursuant to Loan Agreement dated August 12, 2010, as modified by a Modification dated January 9, 2015, in the original principal amount of \$550,000 and restated on January 9, 2015 in the principal amount of \$522,432 with an interest rate of nine percent (9%) per annum, for a term of seven (7) years, the proceeds of which were used to pay costs for development of utilities and infrastructure necessary for the operation of the Flowing Water Navajo Casino, and (c) the loan to the Borrower from the Navajo Tribal Utility Authority pursuant to Loan Agreement dated December 21, 2010, as modified by a Modification dated January 9, 2015, in the original principal amount of \$7,300,000 and restated on January 9, 2015 in the principal amount of \$10,462,491 with an interest rate of nine percent (9%) per annum, for a term of seven (7) years, the proceeds of which were used to pay the costs of development of utilities and infrastructure necessary for the operation of the Northern Edge Navajo Casino, each as amended, restated or foreborne from time to time.

1.2 Use of Defined Terms. Any defined term used in the plural shall refer to all members of the relevant class, and any defined term used in the singular shall refer to any one or more of the members of the relevant class.

1.3 References.

(a) References in this Agreement to "Recitals," "Sections," "Exhibits" and "Schedules" are to recitals, sections, exhibits and schedules herein and hereto unless otherwise indicated. A matter disclosed on any schedule shall be deemed disclosed on all schedules.

(b) References in this Agreement or any other Loan Document to any document, instrument or agreement (i) shall include all exhibits, schedules and other attachments thereto, (ii) shall include all documents, instruments or agreements issued or executed in replacement thereof if such replacement is permitted hereby, and (iii) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, restated, modified, extended and supplemented from time to time and in effect at any given time if such amendment, restatement, modification, extension or supplement is permitted hereby.

(c) References in this Agreement or any other Loan Document to any Law (i) shall include any successor Law, (ii) shall include all rules and regulations promulgated under such Law (or any successor Law), and (iii) shall mean such Law (or successor Law) and such rules and regulations, as amended, modified, codified or reenacted from time to time and in effect at any given time.

(d) References in this Agreement or any other Loan Document to any Person in a particular capacity (i) shall include any successors to and permitted assigns of such Person in that capacity and (ii) shall exclude such Person individually or in any other capacity.

1.4 Time. All references in this Agreement and each of the other Loan Documents to a time of day shall mean Window Rock, Arizona time, unless otherwise indicated.

1.5 Interpretation. In this Agreement, unless otherwise indicated, the singular includes the plural and plural the singular; words importing any gender include the other gender; references to statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections), exhibits, annexes or schedules are to this Agreement; references to Persons include their respective permitted successors and assigns and, in the case of governmental Persons, Persons succeeding to their respective functions and capacities; the term "or" is disjunctive; the term "and" is conjunctive; the term "shall" is mandatory; and the term "may" is permissive.

1.6 Role of the Controller. The Controller is vested with the power to administer this Agreement and the transactions contemplated thereby and further vested with the power to perform all Lender Acts (as defined below) on behalf of the Lender (except to the extent limited by applicable law). Notwithstanding anything to the contrary herein, no action, approval, waiver, consent, amendment, modification or other function to be performed by the Lender under the Loan Documents ("Lender Acts") shall be valid unless such action, approval, waiver, consent, amendment, modification or other function is performed, provided or executed (as applicable) by (a) the Controller, on behalf of the Lender, or (b) such other Person expressly designated by the Controller in writing, to the extent of such designation.

ARTICLE 2

THE LOAN; DISBURSEMENT OF NON-REPAYMENT AMOUNTS

2.1 The Loan; Disbursements of Non-Repayment Amounts.

(a) The Lender, on the terms and subject to the conditions set forth in this Agreement, agrees to make the Loan in the amount of Four Million Dollars (\$4,000,000.00) as authorized by the Expenditure Plan to the Borrower. The Loan shall be evidenced by the Note and will be disbursed after the disbursement of all Non-Repayment Amounts in Advances as set forth in Exhibit C hereto. All or any portion of the Loan which is repaid or prepaid may not be reborrowed.

(b) The Lender, on the terms and subject to the conditions set forth in this Agreement, agrees to disburse the Non-Repayment Amounts to the Borrower in Advances as set forth in Exhibit C hereto.

(c) The Loan shall be a general obligation of the Borrower, backed by the full faith and credit of the Borrower and payable from all legally available revenues of the Borrower.

(d) Notwithstanding any other provision herein, the Lender shall have no obligation of any nature to fund any Advance until and unless (i) no Event of Default has occurred and is continuing; (ii) all representations and warranties of the Borrower in each Loan Document are true and correct; (iii) all applicable conditions set forth in Section 8.1 as conditions to the effectiveness of this Agreement (unless waived in connection with the execution of this Agreement) shall have been satisfied; (iv) for any Advance, all applicable conditions set forth in Section 8.2 shall have been satisfied; and (v) after giving effect to any Advance, the original principal amount of all Advances for the Loan will not exceed Maximum Loan Amount and all Advances for the Non-Repayment Amounts will not exceed the Non-Repayment Amounts.

(e) The Lender's obligation to fund any Advance hereunder is contingent upon the availability of appropriations by the Navajo Nation Council to carry out the same, as set forth under 2 N.N.C. § 223.

(f) Borrower shall use the proceeds of the Loan solely for Project Costs.

2.2 Request for Advances. The initial Advance consisting of Non-Repayment Amounts, shall be made by the Lender to the Borrower on the Closing Date. Each Advance, other than initial Advance to be made on the Closing Date, shall be made pursuant to a Request for Advance to the Controller in the form of Exhibit B hereto which shall: (i) be delivered to the Controller at least 10 calendar days before the requested date of disbursement, and (ii) specify the principal amount of such Advance. Unless the Lender otherwise consents, no Request for Advance may be revoked by the Borrower after its submission to the Lender. In the event that the Lender consents to the revocation of any Request for Advance submitted by the Borrower, the Borrower agrees that it shall reimburse the Lender for any loss, cost, damage or expense associated with any redeployment of funds caused by such revocation.

ARTICLE 3 PAYMENTS AND FEES

3.1 Principal and Interest.

(a) Interest shall accrue on the outstanding daily unpaid principal amount of the Loan from the date of the first disbursement of the Loan in accordance with Exhibit C, or any portion thereof, until payment in full is made and shall be payable as set forth herein before and after Default, before and after maturity, before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(b) Except as otherwise provided in Section 3.3, the unpaid principal amount of the Loan shall bear interest at the Interest Rate and shall be calculated in accordance with Section 3.4.

(c) The Borrower shall give notice to the Controller of the proposed Opening Date at least fifteen (15) days prior to such date. Upon receipt of such notice, the Controller shall, in consultation with the Borrower, prepare a debt service and amortization schedule for the Loan, which schedule shall include: (i) monthly payments of accrued interest from the date of the disbursement of the Loan through the date that is one year from the Opening Date, such payments to commence on the Payment Date and (ii) monthly payments of principal and interest based on a 15-year amortization of the principal of the Loan, such payments to commence on the first Payment Date that is one year from the Opening Date.

(d) Determinations of interest and principal payments on the Loan made by the Controller shall be conclusive and binding on Borrower in the absence of manifest error.

3.2 Prepayment. The Loan may be prepaid in whole or in part in amounts of not less than \$25,000, on any Payment Date, upon not less than fifteen (15) days prior written notice to Lender by the Borrower.

3.3 Default Rate; Late Charge.

(a) At the election of Lender while a Section 9.1(a) Event of Default exists, the Borrower shall pay interest on the Loan from and after the date of occurrence of such Event of Default, at a rate per annum equal to the Interest Rate plus 2.0% (the "Default Rate"). All such interest shall be payable on demand of Lender.

(b) In the event that any payment of principal or interest required hereunder is not paid within ten (10) Business Days after the due date thereof, the Borrower agrees to pay a late charge of one and one half percent (1.5%) of the unpaid payment to defray the costs of the Lender incident to collecting such late payment. This late charge shall apply individually to each payment past due and there will be no daily pro rata adjustment. This provision shall not be deemed to excuse a late payment or be deemed a waiver of any other rights the Lender may have including the right to declare the entire unpaid principal amount of the Loan together with interest immediately due and payable.

3.4 Computation of Interest and Fees; Non-Business Days. Computation of interest and fees (if any) payable under this Agreement shall be calculated on a 30/360 basis (computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months). If any Payment Date falls on a day other than a Business Day, payment shall instead be considered due on the next succeeding Business Day after such Payment Date and the extension of time shall be reflected in computing fees and interest.

3.5 Manner and Treatment of Payments. Each payment hereunder or under any other Loan Document shall be made, without setoff, counterclaim or deduction of any kind, to the Lender, at the Lender's Office in immediately available funds not later than 2:00pm on the

day of payment (which must be a Business Day). All later payments shall be deemed received on the next succeeding Business Day. Lender shall use its best efforts to keep a record of Advances made by it and payments received by it with respect to its Notes and such record shall be presumptive evidence of the amounts owing. Notwithstanding the foregoing sentence, Lender shall not be liable to any party for any failure to keep such a record, and no such failure shall affect the amount of the Obligations hereunder.

3.6 Failure to Charge Not Subsequent Waiver. Any decision by the Lender not to require payment of any interest (including interest at the Default Rate), fee (including the Late Charge), cost or other amount payable under any Loan Document, or to calculate any amount payable by a particular method, on any occasion shall in no way limit or be deemed a waiver of the Lender's right to require full payment of any interest (including interest at the Default Rate), fee (including the Late Charge), cost or other amount payable under any Loan Document, or to calculate an amount payable by another method, on any other or subsequent occasion.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE BORROWER

The Borrower represents and warrants to the Lender that:

4.1 Existence and Qualification; Power; Compliance with Laws. The Borrower is an instrumentality and enterprise of the Nation. To the extent required by Law, the Borrower is qualified to do business and is in good standing under the laws of the Navajo Nation. The Borrower has all requisite power and authority to conduct its business, to own and lease its Property, to execute and deliver each Loan Document to which it is a party and to perform its Obligations. The chief executive office of the Borrower is located at the address for notices set forth on the signature pages hereto. The Borrower is in compliance with the terms of the Lease Agreement, the Compacts and with all applicable Laws, including Gaming Laws, and other legal requirements applicable to its existence and its business, has obtained all authorizations, consents, approvals, orders, licenses and permits from, and has accomplished all filings, registrations and qualifications with, or obtained exemptions from any of the foregoing from, any Governmental Agency that are necessary for the transaction of its business, except where the failure so to file, register, comply qualify or obtain exemptions could not constitute a Material Adverse Effect.

4.2 Authority; Compliance with Other Agreements and Instruments and Government Regulations. The execution, delivery and performance by the Borrower of the Loan Documents have been duly authorized by all necessary Enterprise Board and other action, and do not: (a) require any consent or approval not heretofore obtained of the Lender, Enterprise Board member, other tribal body, security holder or creditor; (b) violate or conflict with any provision of the Governing Documents; (c) result in or require the creation or imposition of any Lien upon or with respect to any of the Borrower's Property now owned or leased or hereafter acquired; (d) violate any Law or Requirement of Law, including any Gaming Law, applicable to the Borrower; (e) constitute a "transfer of an interest" or an "obligation incurred" by the Borrower that is avoidable by a trustee under Section 548 of the Bankruptcy Code, or constitute a "fraudulent conveyance," "fraudulent obligation" or "fraudulent transfer" by the Borrower within the meanings of the Uniform Fraudulent Conveyances Act or Uniform Fraudulent

Transfer Act, as enacted in any applicable jurisdiction; (f) result in a material breach of or default under, or would, with the giving of notice or the lapse of time or both, constitute a material breach of or default under, or cause or permit the acceleration of any obligation owed under, any mortgage, indenture or loan or credit agreement or any other contractual obligation to which the Borrower is a party or by which the Borrower or any of its Property is bound or affected; or (g) require any consent or approval of any Governmental Agency, or any notice to, registration or qualification with any Governmental Agency, not heretofore obtained or obtained concurrently with the Closing Date. The Borrower is not in violation of, or in default under, any Requirement of Law or contractual obligation, or any indenture, loan or credit agreement described in subsection (f) above.

4.3 No Governmental Approvals Required. No authorization, consent, approval, order, license or permit from, or filing, registration or qualification with, any Governmental Agency is required to authorize or permit under applicable Laws the execution, delivery and performance by the Borrower of the Loan Documents to which it is a party, except for those which have been made or heretofore obtained and are in full force and effect (including those required by the Bond Financing Act.

4.4 Construction and Education Plan; Fund Management Plan. As of the Closing Date, the Construction and Education Plan and Fund Management Plan prepared by the Borrower and delivered to the Controller were based on the Borrower's good faith assumptions and estimates, and the Borrower is not aware of any facts that would lead it to believe that the assumptions and estimates on which the Construction and Education Plan and the Fund Management Plan were based are not reasonable.

4.5 Projections. As of the Closing Date with respect to any initial projections and as of the date of delivery with respect to any subsequent projections delivered pursuant to this Agreement, to the best knowledge of the Borrower, the assumptions set forth in such projections are reasonable and consistent with each other and with all facts known to the Borrower and no material assumption is omitted as a basis for such projections, and such projections are reasonably based on such assumptions

4.6 No Management Contract. Neither this Agreement nor the other Loan Documents, taken individually or as a whole, constitute "management contracts" or "management agreements" or "collateral agreements" within the meaning of IGRA

4.7 Financial Statements of the Borrower; No Material Adverse Effect; No Default. All financial statements of the Borrower provided to the Lender are complete and correct and fairly present the financial condition of the Borrower as of the date indicated in such financial statements and the results of operations for the fiscal period ended on such date, all in accordance with GAAP and practices applied on a consistent basis. Since the date of the latest financial statements, there has been no material adverse change in the business, assets, liabilities (actual or contingent), Property, operations, condition (financial or otherwise) or prospects of the Borrower. No circumstance or event, or any set of circumstances or events, which could constitute a Material Adverse Effect has occurred since the date of the latest financial statements. No event or circumstance exists or has occurred and is continuing that is a Default or an Event of Default.

4.8 Title to and Location of Property. The Borrower has good and valid title to all the Property, including the Project, reflected in the financial statements described in Section 4.7 other than immaterial items of Property subsequently sold or disposed of in the ordinary course of business, and a good and valid leasehold interest in the Real Property, free and clear of all Liens other than Permitted Liens.

4.9 Brokerage Commissions. No Person is entitled to receive any brokerage commission, finder's fee or similar fee or payment in connection with the extensions of credit contemplated by this Agreement as a result of any agreement entered into by the Borrower. No brokerage or other fee, commission or compensation is to be paid by the Lender with respect to the extensions of credit contemplated hereby as a result of any agreement entered into by the Borrower.

4.10 Governmental Regulation. Other than as set forth in the Bond Financing Act, the Borrower is not subject to regulation under any Law limiting or regulating its ability to incur Indebtedness for money borrowed or to otherwise perform the Obligations.

4.11 Litigation. There are no legal or arbitral actions, suits, proceedings or investigations by or before any arbitrator or Governmental Agency now pending or (to the Borrower's knowledge) threatened against the Borrower or any of its Property which, if adversely determined, could have a Material Adverse Effect.

4.12 Binding Obligations. The Loan Documents to which the Borrower is a party have been duly executed and delivered by the Borrower and constitute the legal, valid and binding obligations of the Borrower enforceable in accordance with their terms, and each Loan Document hereafter executed will, when executed and delivered by the parties thereto, constitute the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms. The provisions of Section 10.16 and Section 10.19 of this Agreement are specifically enforceable against the Borrower.

4.13 ERISA. Neither the Borrower nor any ERISA Affiliate maintains, contributes to or is required to contribute to any "employee pension benefit plan" that is subject to Title IV of ERISA.

4.14 Regulations T, U and X; Investment Company Act. No part of the proceeds of the Loan or other extension of credit hereunder will be used to purchase or carry, or to extend credit to others for the purpose of purchasing or carrying, any "margin stock" (as such term is defined in Regulations T, U and X) in violation of Regulations T, U and X. The Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any such "margin stock." The Borrower is not required to be registered as an "investment company" under the Investment Company Act of 1940.

4.15 Disclosure. No written statement made by or on behalf of the Borrower to the Lender in connection with this Agreement, or in connection with the Loan, contains any untrue statement of a material fact or omits a material fact necessary in order to make the statement made not misleading in light of all the circumstances existing at the date the statement was made.

There is no fact known to the Borrower (other than matters of a general economic nature) which could constitute a Material Adverse Effect.

4.16 Tax Liability. The Borrower has filed all tax returns which are required to be filed, and has paid, or made provision for the payment of, all taxes with respect to the periods, Property or transactions covered by said returns, or pursuant to any assessment received by the Borrower, except such taxes, if any, as are being contested in good faith by appropriate proceedings and as to which adequate reserves have been established and maintained.

4.17 Employee Matters. There are no disputes presently subject to grievance procedure, arbitration or litigation under any of the collective bargaining agreements, employment contracts or employee welfare or incentive plans to which the Borrower is a party, and there are no strikes, lockouts, work stoppages or slowdowns, or, to the best knowledge of the Borrower, jurisdictional disputes or organizing activities occurring or threatened, in each case, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

4.18 Hazardous Materials. Neither the Borrower nor to the best knowledge of each Senior Officer of the Borrower, any predecessor in title or any third person at any time occupying or present on the real property underlying the Project or any other operations of the Borrower at any time, has disposed of, discharged, released or threatened the release of any material amount of Hazardous Materials on, from or under such real property in any manner that violates any Hazardous Materials Law. No condition exists that violates any Hazardous Material Law affecting the real property underlying the Project or any other operations of the Borrower except for such violations that could not individually or in the aggregate have a Material Adverse Effect. The real property underlying the Project or any other operations of the Borrower and each portion thereof is not and has not been utilized by the Borrower as a site for the manufacture of any Hazardous Materials and is in compliance in all material respects with all applicable Hazardous Materials Laws. To the extent that any Hazardous Materials have been, or are, used, generated or stored by the Borrower on any real property underlying the Project or any other operations of the Borrower, or transported to or from such real property underlying the Casinos or the Project or any other operations of the Borrower by the Borrower, such use, generation, storage and transportation have been and are, in compliance in all material respects with all applicable Hazardous Materials Laws.

4.19 Bond Financing Act. The Loan made hereunder constitutes a bond obligation of the Borrower under the Bond Financing Act.

4.20 Access; Utilities. The Borrower possesses all rights of ingress to and egress from the Project. As of and from and after the date any material construction at the Project has commenced, all roads necessary for the construction of the Project will have been completed. Borrower shall obtain all utilities necessary for the construction of the Project when required, and maintain all utility services necessary for the operation of the Project.

4.21 No Licensure Required. The Lender is not required to register with, give notice to any Person or receive any Permit from any Gaming Board or other Governmental Agency by reason of any Gaming Laws or other Laws of the Borrower in connection with its entering into

any Loan Document, receipt of any Note or performance or observance of any obligation of such party under any Loan Document

4.22 Agreements with Affiliates and Other Agreements. The Borrower has not entered into and, does not contemplate entering into, any material agreement or contract with any Member or any Affiliate of the Borrower (other than the Nation in its capacity as the Lender hereunder), except upon terms at least as favorable to the Borrower as an arms-length transaction with unaffiliated Persons, based on the totality of the circumstances.

4.23 Anti-Terrorism; Anti-Money Laundering.

(a) None of (i) the Borrower, any Subsidiary, any of their respective directors or officers or, to the knowledge of the Borrower or such Subsidiary, any of their respective employees or Affiliates, or (ii) any agent or representative of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the Loan, (A) is a Sanctioned Person or currently the subject or target of any Sanctions, (B) has its assets located in a Sanctioned Country, (C) directly or indirectly derives revenues from investments in, or transactions with, Sanctioned Persons, (D) has taken any action, directly or indirectly, that would result in a violation by such Persons of any Anti-Corruption Laws, or (E) has violated any Anti-Money Laundering Law. Each of the Borrower and its Subsidiaries has implemented, and maintains in effect, policies and procedures designed to ensure compliance by the Borrower and its Subsidiaries and their respective directors, officers, employees, agents and Affiliates with the Anti-Corruption Laws. Each of the Borrower and its Subsidiaries, and to the knowledge of Borrower, each director, officer, employee, agent and Affiliate of Borrower and each such Subsidiary, is in compliance with the Anti-Corruption Laws in all material respects.

(b) No proceeds of the Loan will be used, directly or indirectly, by the Borrower, any of its Subsidiaries or any of its or their respective directors, officers, employees and agents (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, including any payments (directly or indirectly) to a Sanctioned Person or a Sanctioned Country or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

ARTICLE 5

**AFFIRMATIVE COVENANTS OF THE BORROWER
(OTHER THAN INFORMATION AND REPORTING REQUIREMENTS)**

So long as the Loan remains unpaid, or any other Obligation remains unpaid or unperformed, or any portion of the Loan remains in force, the Borrower shall, unless the Lender otherwise consents:

5.1 Payment of Taxes and Other Potential Liens. Pay and discharge promptly all applicable taxes, assessments and governmental charges or levies imposed upon the Borrower or

its Property or any part thereof, upon its income or profits or any part thereof or any applicable tax assessment, governmental changes or levies imposed upon any right or interest of the Lender under any Loan Document, except that the Borrower shall not be required to pay or cause to be paid any tax, assessment, charge or levy that is not yet delinquent, or is being contested in good faith by appropriate proceedings, so long as the Borrower has established and maintained adequate reserves for the payment of the same and by reason of such nonpayment and contest no material item or portion of the Borrower's Property is in jeopardy of being seized, levied upon or forfeited.

5.2 Maintenance of Properties. Maintain, preserve and protect all of the Property of the Borrower in good order and condition, subject to wear and tear in the ordinary course of business, and not permit any waste of such Property, except that the failure to maintain, preserve and protect a particular item of such Property that is not of significant value, either intrinsically or to the operations of the Borrower, shall not constitute a violation of this covenant, and maintain its ownership of all intellectual property and licenses thereof necessary for the operation of the business of the Borrower.

5.3 Maintenance of Insurance. Secure, pay for and maintain, or cause to be maintained, without interruption, (i) insurance for the Project during the term of this Agreement of the types and in the amounts customarily carried from time to time by others engaged in substantially the same business as the Borrower and operating in the same or similarly situated geographic area as the Borrower, including, but not limited to, fire, public liability and property damage and (ii) such additional insurance with respect to the Project as the Lender may reasonably request from time to time. To the extent that any policy is acquired directly by the Borrower (and not obtained through a risk management program sponsored by the Nation), each policy for such insurance shall be with (i) a company which is rated A or better by A.M. Best and Company at the time such policy is placed and at the time of each annual renewal thereof or (ii) any other insurer which is satisfactory to the Lender; provided, however, that if the Borrower shall fail to maintain insurance in accordance with this Section, the Lender shall have the right (but shall be under no obligation) to procure such insurance and the Borrower agrees to reimburse the Lender for all costs and expenses of procuring such insurance. Borrower shall include confirmation of maintenance of such Project insurance in each Compliance Certificate. Evidence of insurance will not be required as a condition to closing, but evidence of insurance shall be provided: (i) promptly after procuring any insurance for the Project or any portion thereof, including insurance during construction, (ii) along with the first Compliance Certificate provided after the Opening Date, (to the extent evidence is available from the Navajo Nation Insurance Services Department (Risk Management Program)), and (iii) thereafter, upon any change in insurance coverage (to the extent evidence is available from the Navajo Nation Insurance Services Department (Risk Management Program)).

5.4 Compliance with Laws. Comply with all Requirements of Laws in all material respects, except where the failure to comply could not constitute a Material Adverse Effect.

5.5 Preservation of Licenses and Permits. Preserve and maintain all authorizations, rights, franchises, privileges, consents, approvals, orders, licenses, permits, or registrations from any Governmental Agency that are necessary for the transaction of the business of the Borrower, and qualify and remain qualified to transact business, or the ownership or leasing of its Property

except where the failure to preserve and maintain any such authorizations, rights, franchises, privileges, consents, approvals, orders, licenses, permits or registrations or to so qualify or remain qualified could not constitute a Material Adverse Effect.

5.6 Inspection; Keeping of Records and Books of Account.

(a) Permit the Nation to inspect the Project and business records of the Borrower to the extent permitted by the laws of the Nation.

(b) Permit the Controller, upon reasonable advance notice during regular business hours and subject to availability of Borrower, to inspect the Project and Project related business records.

(c) Keep adequate records and books of account reflecting all financial transactions in conformity with GAAP and in material conformity with all applicable requirements of any Governmental Agency having regulatory jurisdiction over the Borrower

(d) Comply, at all times, with the requirements of the Fund Management Plan and the Construction and Education Plan, including ensuring that the funds advanced hereunder, including the Loan and the Non-Repayment Amounts, are kept and accounted for separately from the Borrower's other funds and accounts.

5.7 Compliance with Material Documents and Other Agreements. Promptly and fully perform and comply with all of its obligations under all the Loan Documents, the Expenditure Plan and all other material agreements, indentures, leases and instruments to which it is a party, whether such material agreements, indentures, leases or instruments are with the Lender or another Person, except to the extent that non-compliance could constitute a Material Adverse Effect.

5.8 Use of Proceeds. In accordance with the Act, the proceeds of the Loan and the Non-Repayment Amounts advanced hereunder shall be used solely for Project Costs.

5.9 Project Accounting and Reporting; Return of Cost Savings.

(a) The Borrower shall segregate Loan and Non-Repayment Amount proceeds from all other funds and accounts of the Borrower and shall maintain separate accounting and financial records therefor as required by Section 4(A)(4)(a) of the Expenditure Plan.

(b) In accordance with the requirements of Section 4(A)(4)(b) of the Expenditure Plan, the Borrower shall audit the use of the proceeds of the Loan and the Non-Repayment Amounts, and shall submit an audit report of such audit to the Naabik'iyati' Committee, the Controller and the Office of the President and Vice-President on an annual basis.

(c) In accordance with Section 4(A)(3)(c) of the Expenditure Plan, the Borrower shall return any and all cost savings upon completion of the Project to Lender for deposit into the Sihasin Fund.

(d) In accordance with the requirements of Section 4(B) of the Expenditure Plan, the Enterprise Board shall report the status of the construction of the Project, as well as the status of the Expenditure Plan to the Naabik'iyati' Committee and the Office of the President and Vice-President of the Nation on a quarterly basis.

(e) The Borrower shall include the information required by this Section in the Compliance Certificate.

5.10 Payment of Obligations. During the period of time that the Depository Agreement is effective, the parties shall cooperate to ensure that payment of the Obligations hereunder are permitted. The parties agree that the Obligations hereunder shall be subordinate in right of payment and lien to the Gaming Loan. The Borrower shall include the information required by this Section, if applicable, in its Compliance Certificate. Following an amendment or restatement of the Gaming Loan Documents or any Permitted Refinancing Indebtedness, the Obligations hereunder shall have the same priority of payment applicable to the NTUA Loan and the Commission Loan.

5.11 Compliance with Anti-Corruption Laws and Sanctions. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

5.12 Compliance with Tax Laws; Cooperation with Lender. The Borrower shall comply at all times with all applicable tax laws of the Nation. The Borrower shall reasonably cooperate with Lender, upon request from Lender and to the extent permitted by applicable law, to negotiate any tax compacts or other agreements with the State of Arizona or any political subdivision thereof regarding fuel, cigarettes or any other goods or services offered by the Borrower at the Project.

5.13 Compliance with Construction and Education Plan. The Borrower recognizes that the utilization of moneys from the Sihasin Fund for the Project requires that the Borrower prepare, implement and comply with the Construction and Education Plan. The Borrower shall update the Construction and Education Plan as required by this Agreement and as needed to comply with the educational purposes of the Settlement Act (as defined in the recitals hereto). The Borrower shall provide a reports as required by Section 8.2 of this Agreement with regarding to specific Requests for Advances. In addition, Borrower shall provide in each Compliance Certificate (substantially in the form of Exhibit D) submitted in accordance with this Agreement, specific information on the implementation of such plan, including the number of persons participating in the educational and training programs at the Project during each Fiscal Year and detailed reports on all progress, or lack thereof, on the implementation of the plan.

5.14 Compliance Certificates. So long as the Loan remains unpaid, the Borrower shall deliver to the Lender, at the Borrower's sole expense, on the first day of each Fiscal Quarter through the first Fiscal Quarter after the Opening Date and annually thereafter, concurrently with the financial statements required pursuant to Sections 7.1(a) and 7.1(b), a Compliance Certificate substantially in the form of Exhibit D hereto, signed by a Senior Officer of the Borrower,

together with a management discussion and analysis of the results of the operations of the Borrower and the Project.

ARTICLE 6 NEGATIVE COVENANTS OF THE BORROWER

So long as the Loan remains unpaid, or any other Obligation remains unpaid or unperformed, or any portion of the Loan remains in force, the Borrower shall not, unless the Lender otherwise consents:

6.1 Payment of Other Indebtedness. Except for the Loan, Permitted Refinancing Indebtedness, Utility Loan, Commission Loan and the Obligations, prepay any principal (including sinking fund payments), interest (more than one month in advance) or any other amount with respect to any other Indebtedness, or purchase, redeem or otherwise acquire (or offer to purchase, redeem or otherwise acquire) any other Indebtedness, or deposit any monies, securities or other Property with any trustee or other Person to provide assurance that the principal or any portion thereof of any other Indebtedness will be paid when due or otherwise provide for the defeasance of any other Indebtedness (other than the Indebtedness described in Section 6.7) so long as no Event of Default exists or shall result from any such action described in this Section taken in respect of the Indebtedness described in Section 6.6.

6.2 Disposition of Assets; Sale of Assets.

(a) Sell, convey, assign, transfer, lease or otherwise dispose of all or substantially all of the Borrower's Property to any Person.

(b) Make any substantial Disposition of the Borrower's Property (including any transfer to the Navajo Nation or federal government), whether now owned or hereafter acquired, other than:

- (i) the sale of inventory, food and the like in the ordinary course of business;
- (ii) the Disposition of obsolete gaming or other equipment;
- (iii) any transaction in which the Net Available Proceeds of such Disposition are applied to the acquisition of Property substantially similar in nature or functionally equivalent to the Property subject to the transaction within ninety (90) days of such Disposition; and
- (iv) any Distribution otherwise permitted by applicable laws.

6.3 Distributions. Declare or make any Distribution, whether from capital, income or otherwise, and whether in Cash or other Property, regardless of the characterization of such Distribution, except that the Borrower may declare and make Distributions permitted under the Gaming Loan Documents.

6.4 Business of the Borrower. Engage directly or indirectly in any business other than the Project and as stated in the Governing Documents.

6.5 Liens; Negative Pledges; Sales and Leasebacks. Create, incur, assume or permit to exist any Lien or Negative Pledge on or with respect to any of the Borrower's Property of any character, whether now owned or hereafter acquired, except for liens permitted in favor of the Lender and those Liens and Negative Pledges permitted under the Gaming Loan Documents ("Permitted Liens").

6.6 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

- (a) Indebtedness in favor of the Lender under the Loan Documents
- (b) Indebtedness permitted under the Gaming Loan Documents;
- (c) The Utility Loan;
- (d) The Commission Loan;
- (e) such other Indebtedness as may be expressly permitted by the Lender as evidenced by the Lender's prior written consent thereto.

6.7 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower or any Member other than (a) this Agreement and the other Loan Documents entered into with the Lender, (b) the Gaming Loan Documents, the Utility Loan and the Commission Loan, (c) employment of enrolled tribal members and the immediate family members of tribal members, on terms consistent with the provision made therefor in the then applicable projections delivered in accordance with this Agreement (including the payment of employment bonuses in accordance with the provision made therefor in the then applicable projections delivered in accordance with this Agreement); provided, that the terms, including compensation and/or bonuses, of employment of such persons are consistent with the terms of employment for similarly-situated employees in the same or an analogous market, and (d) other transactions on terms that are at least as favorable to the Borrower as would be the case in an arm's length transaction between unrelated parties of equal bargaining power, the terms of which are disclosed to the Lender in writing.

6.8 Use of Property; Capital Expenditures. Use any of the Borrower's Property or the Project for a purpose which is not related to the business of the Borrower or specifically contemplated hereby, expend any of the Borrower's Property for any purpose which does not directly or indirectly benefit the Borrower, or make any Capital Expenditure, except to add to, further improve, maintain, repair, restore or refurbish the Borrower's Property (subject to the limitations set forth in this Agreement).

6.9 Amendments to Certain Documents.

- (a) Amend, modify, or waive any term or provision of any Material Document or consent to any departure therefrom or agree to amend, modify, or waive any term or provision of any Material Document or agree to consent to any departure

therefrom, or waive any rights thereunder in any material respect which could reasonably be expected to (i) be adverse to the interests of the Lender or (ii) have a Material Adverse Effect without the Lenders' consent; and

(b) In any event, consent to any amendment, modification, or waiver of any term or provision of any Material Document in any manner without fifteen (30) days' prior written notice to the Lender (or such lesser notice as to which the Lender shall consent to in writing).

6.10 Continual Operation of the Project. After the Opening Date, fail to continuously operate the Project in compliance with the Expenditure Plan, the Construction and Education Plan and all applicable Laws.

6.11 Accounting Changes. Change (a) its Fiscal Year or (b) its accounting practices except as required by GAAP.

6.12 Mergers, Acquisitions, Etc. Consolidate with or merge into any other Person or permit any other Person to merge into it, acquire any Person as a new Subsidiary, acquire all or substantially all of the assets of any other Person or enter into an agreement related to any of the foregoing

6.13 Hazardous Materials Laws. Keep and maintain the real property underlying the Project and other operations of the Borrower and each portion thereof in compliance in all material respects with all applicable Hazardous Materials Laws and promptly advise the Lender in writing of, and indemnify the Lender from, (a) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened in writing pursuant to any applicable Hazardous Materials Laws, (b) any and all claims made or threatened in writing, and received by the Borrower, by any third party against the Borrower or the real property underlying the Project and other operations of the Borrower relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials and (c) discovery by any Senior Officer of the Borrower of any occurrence or condition on any real property adjoining or in the vicinity of the real property underlying the Project and other operations of the Borrower that could cause the real property underlying the Project and other operations of the Borrower or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Real Property underlying the Project and other operations of the Borrower under any applicable Hazardous Materials Laws

6.14 Anti-Corruption Laws. The Borrower shall not use, and shall ensure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of the Loan, directly or indirectly, (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

ARTICLE 7 INFORMATION AND REPORTING REQUIREMENTS

7.1 Financial and Business Information. So long as the Loan remains unpaid, or any other Obligation remains unpaid or unperformed, the Borrower shall, unless the Lender otherwise consents, deliver or caused to be delivered to the Lender, at the Borrower's sole expense:

(a) As soon as available, and in any event within sixty (60) days after the end of each Fiscal Quarter, (i) the unaudited consolidated balance sheet of the Borrower as of the end of such Fiscal Quarter, and (ii) the unaudited consolidated statements of income and of cash flow of the Borrower as of the end of such Fiscal Quarter and for the portion of the Fiscal Year ended with such Fiscal Quarter, all in reasonable detail and setting forth in each case in comparative form the corresponding current quarter and year-to-date figures for the corresponding period in the preceding Fiscal Year and the corresponding period in the applicable projections. Such unaudited financial statements shall be certified by a Senior Officer of the Borrower as fairly presenting the financial condition, results of operations and changes in financial position or cash flows of the Borrower in accordance with GAAP (other than any requirement for footnote disclosures) consistently applied, as of such date and for such periods, subject only to normal year-end accruals and audit adjustments, and such financial statements shall be accompanied by a management narrative description of results of operations and financial condition of the Borrower

(b) As soon as available and in any event within one hundred and twenty (120) days after the end of each Fiscal Year, (i) the consolidated audited balance sheet of the Borrower as of the end of such Fiscal Year, and (ii) the consolidated audited statements of income and of cash flow of the Borrower as of the end of such Fiscal Year, all in reasonable detail and setting forth in each case in comparative form the corresponding year-to-date figures for the preceding Fiscal Year and the corresponding period in the applicable projections. Such financial statements shall be prepared in accordance with GAAP, consistently applied, and such balance sheet and statements shall be accompanied by a report and opinion of independent public accountants of recognized standing selected by the Borrower and reasonably satisfactory to the Lender, which report shall be based on an audit conducted in accordance with generally accepted auditing standards as of such date, and which opinion shall be an unqualified opinion without additional explanatory or nonstandard wording and with no limitation as to the scope of their audit and such balance sheet and statements shall be accompanied by any management letters of such accountants addressed to the Borrower;

(c) As soon as practicable, and in any event not later than thirty (30) days prior to the commencement of each Fiscal Year, consolidated operating budgets for the following Fiscal Year, including projected balance sheets, statements of income balances and statements of cash flow of the Borrower, all in reasonable detail and in any event to include (i) projected Distributions to be made and (ii) projected Capital Expenditures;

(d) Within twenty (20) days after the last day of each month, monthly unaudited financial statements for the prior month, together with a monthly statement and reconciliation of cash flow;

(e) Promptly following receipt by the Borrower, copies of any detailed audit reports or recommendations submitted to the Borrower by independent accountants in connection with the accounts or books of the Borrower or any audit of the Borrower;

(f) Promptly upon a Senior Officer of the Borrower becoming aware that (i) any Person has commenced a legal proceeding with respect to a claim against the Borrower that is, in the reasonable opinion of their independent legal counsel, \$500,000 or more in excess of the amount thereof that is fully covered by insurance (subject to applicable deductibles and retentions), (ii) any creditor or lessor under a written credit agreement with respect to Indebtedness in excess of \$500,000 or lease involving unpaid rent in excess of \$500,000 has asserted a default thereunder on the part of the Borrower, (iii) any labor union has notified the Borrower of its intent to strike the Borrower on a date certain, (iv) the occurrence of any Default or Event of Default, or (v) any other event or circumstance occurs or exists that could constitute a Material Adverse Effect, in each case a written notice describing the pertinent facts relating thereto and what action the Borrower is taking or proposes to take with respect thereto; and

(g) If requested by the Lender, such income tax returns, if any, (including the related schedules and exhibits), and other data and information concerning the Borrower, the construction and operation of the Project, the Borrower's business and operations, the financial condition, credit standing, and business affairs of the Borrower as from time to time may be reasonably requested by the Lender. The Lender is authorized to disclose the information and documents delivered in connection with this Agreement and the other Loan Documents to the Lender's attorneys, accountants, auditors, examiners, and regulatory agencies. The Lender also is authorized to disclose such information and documents to any insurance company or insurance agent in connection with any application for insurance or any claim made under an insurance policy.

ARTICLE 8 CONDITIONS

8.1 Loan Closing. The Closing Date and the obligation of the Lender to make the initial Advance are subject to the following conditions precedent, each which shall be satisfied prior to the making of the initial Advance (unless the Lender, in its sole and absolute discretion, shall agree otherwise).

(a) The Lender shall have received all of the following, each of which shall be originals (except where only evidence is required) unless otherwise specified, each properly executed by each party thereto, each dated as of the Closing Date and each in form and substance satisfactory to the Lender and its legal counsel (unless otherwise specified or, in the case of the date of any of the following, unless the Lender otherwise agrees or directs):

(i) a resolution of the Enterprise Board of the Borrower authorizing and approving this Agreement, the Loan, the Loan Documents and the waiver of sovereign immunity contained therein and in Section 10.19;

(ii) executed counterparts of this Agreement and the Loan Documents, sufficient in number for distribution to the Lender and the Borrower;

(iii) the Note for the Loan executed by the Borrower in favor of the Lender;

(iv) the favorable written legal opinion of counsel to the Borrower, together with copies of all factual certificates and legal opinions upon which such counsel have relied;

(v) the Fund Management Plan;

(vi) the Construction and Education Plan;

(vii) consent from the Nation as required by Section 1.04 of the Forbearance Agreement allowing the Indebtedness represented by the Loan to be incurred by the Borrower;

(viii) such documentation as the Lender may reasonably require to confirm the authority of the Borrower to execute, deliver and perform any Loan Documents, and the identity, authority and capacity of each Senior Officer authorized to act on its behalf, including the Borrower's resolutions, incumbency certificates, certificates of Senior Officers, and the like;

(ix) evidence that all applications, certifications, consents, approvals and other actions required under the Bond Financing Act in connection with the transactions contemplated by the Loan Documents shall have been made, received and taken, as applicable; and

(x) a certificate signed by a Senior Officer of the Borrower confirming that the conditions specified herein have been satisfied, and such other assurances, certificates, documents, consents or opinions as the Lender may reasonably require.

(b) All reasonable costs and expenses of the Lender (including legal fees, financial advisor fees and costs and expenses) shall be paid concurrently.

(c) The Borrower and any other parties shall be in compliance with all the terms and provisions of this Agreement and the Loan Documents, and no Default or Event of Default shall have occurred and be occurring.

(d) The Borrower shall have received all required consents from the Enterprise Board, the Nation, tribal commissions, federal, state, tribal and other

governing entities, and counterparties to material contracts, which consents shall be satisfactory to the Lender in form and substance.

(e) There shall have been no material adverse change in the business, Property, operations, condition (financial or otherwise) or the prospects of the Borrower subsequent to latest audited financial statements of the Borrower provided to the Lender.

(f) No material litigation shall be pending or threatened against the Borrower as of the Closing Date that could have a Material Adverse Effect or impair the closing of the transactions contemplated by this Agreement.

(g) The representations and warranties of the Borrower contained in this Agreement and the Loan Documents shall be true and correct as of the date hereof

(h) Such other conditions as the Lender may reasonably require.

8.2 Advances. Advances for the Loan and the Non-Repayment Amounts shall be made in accordance with the schedule set forth on Exhibit C hereto. The obligation of the Lender to make any Advance after the initial Advance (which shall be made on the Closing Date as provided in Section 2.2) is subject to the following conditions precedent, each which shall be satisfied prior to the making of such Advance (unless the Lender, in its sole and absolute discretion, shall agree otherwise):

(a) As to Advance No. 2, Borrower shall have provided to the Controller: (i) a detailed schedule for construction and the construction and design documents (in final form, if available, with any existing modifications, change orders or amendments or non-final forms if final forms are not available) for the Project, (ii) an updated Construction and Education Plan showing which incorporates the following: (1) the above-referenced construction schedule, (2) an updated Project description, and (3) an updated education and training plan indicating whether any portion of such plan will be implemented during the construction phase of the Project and details as to the implementation of such plan upon the completion of the Project.

(b) As to Advance No. 3, Borrower shall have provided to the Controller: (I) if not already provided under subsection (a), final forms of construction and design documents for the Project (if not already provided under (a)) and all modifications, change orders or amendments to such documents, (II) an update on the progress of the construction of the Project, and (2) an updated Construction and Education Plan indicating any steps taken to implement such plan during construction and providing any updates on the intended implementation of such plan upon completion of the Project.

(c) As to all Advances, each representation or warranty by Borrower contained herein or in any other Loan Document shall be true or correct in all material respects.

(d) As to all Advances, no Default or Event of Default shall have occurred and be continuing or could reasonably be expected to result after giving effect to such Advance.

(c) After giving effect to such Advance, the original principal amount of all Advances for the Loan made hereunder shall not exceed the Maximum Loan Amount and all Advances for the Non-Repayment Amounts shall not exceed the Non-Repayment Amounts.

ARTICLE 9

EVENTS OF DEFAULT AND REMEDIES UPON EVENT OF DEFAULT

9.1 Events of Default. The existence or occurrence of any one or more of the following events, whatever the reason therefor and under any circumstances whatsoever, shall constitute an Event of Default (each, an "Event of Default"):

(a) The Borrower fails to pay any interest on or the principal of the Loan, or any portion thereof, when due, subject to any cure period, but no less than fifteen (15) days; or

(b) The Borrower fails to pay any other amounts payable to the Lender under any Loan Document, or any portion thereof, within three (3) Business Days after the same becomes due; or

(c) The Borrower fails to perform or observe any of the other covenants contained in this Agreement, and such default shall continue for thirty (30) days after written notice thereof has been sent to the Borrower by the Lender for any default that can be reasonably cured within thirty (30) days, and a reasonable period of time for a default not reasonably capable of cure within thirty (30) days provided Borrower diligently commences and continues a course of action to so cure and the default is cured within sixty (60) days of such notice unless the circumstances leading to such continued default are not caused by the actions of the Borrower or cannot be cured through the actions of the Borrower, in which case, the Borrower shall continue to diligently pursue such cure and shall provide to the Controller periodic updates of the status of such attempted cure; or

(d) To the extent not otherwise specified as an event of Default hereunder, the Borrower fails to make any payment, or perform or observe any covenant or agreement contained in the Loan Documents, Material Documents or the Act and such default shall continue after all notice and cure periods provided for thereunder; or

(e) Any representation or warranty made in any Loan Document, or in any certificate delivered pursuant to any Loan Document, proves to have been incorrect in any material respect when made or reaffirmed; or

(f) At any time (i) the Borrower fails to pay the principal, or any principal installment, of or interest on any present or future Indebtedness of \$100,000 or more, when due (or within any stated grace period), whether at the stated maturity, upon acceleration, by reason of required prepayment or otherwise or (ii) the Borrower fails to perform or observe any other term, covenant or agreement on its part to be performed or observed, or suffers any event to occur, in connection with any present or future Indebtedness of \$100,000 or more if as a result of such failure or sufferance (x) any

holder or holders thereof (or an agent or trustee on its or their behalf) has the right to declare such Indebtedness due, or has the right to cause the Borrower to purchase, redeem or otherwise acquire such Indebtedness, or (y) such Indebtedness automatically becomes due, before the date on which it otherwise would become due, or such Indebtedness shall automatically become subject to purchase, redemption or other acquisition; or

(g) Any Loan Document, at any time after its execution and delivery and for any reason other than satisfaction in full of all the Obligations, ceases to be in full force and effect or is declared by a court or tribunal which purports to be of competent jurisdiction to be null and void, invalid or unenforceable which, in any such event in the reasonable opinion of the Lender, is materially adverse to the interests of the Lender; or the Borrower denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind the same or any provision thereof; or

(h) (I) a judgment against the Borrower is entered for the payment of money in excess of \$500,000 over the amount thereof that is fully covered by a reputable and solvent insurance company (subject to applicable deductibles and retentions); or (II) a judgment against the Borrower is entered that could result in a Lien on any Property of the Borrower, including the Project; or (III) any delay in payment of any judgment against the Borrower that could reasonably be expected to have a Material Adverse Effect and, absent procurement of a stay of execution, any such judgment (under clause (I), (II) or (III)) remains unbonded or unsatisfied for 30 calendar days after the date of entry of judgment (unless the Borrower has deposited the amount of the monetary award associated with such judgment into a court escrow pending determination of an appeal), or in any event later than 30 days prior to the date of any proposed sale thereunder; or

(i) The Borrower institutes or consents to any proceeding under a Debtor Relief Law relating to it or to all or any part of its Property, or is unable or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any part of its Property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of the Borrower and the appointment continues undischarged or unstayed for thirty (30) calendar days; or any proceeding under a Debtor Relief Law relating to the Borrower or to all or any part of its Property is instituted without its consent and continues undismissed or unstayed for thirty (30) calendar days; or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against all or any material part of the Borrower's Property and is not released, vacated or fully bonded within thirty (30) calendar days after its issue or levy; or any order for relief is entered under any Debtor Relief Law; or

(j) The occurrence of an Event of Default (as such term is or may hereafter be specifically defined in any other Loan Document) under any other Loan Document or under any other Indebtedness of Borrower to Lender and such Event of Default shall continue after all notice and cure periods provided for thereunder; or

(k) The actual or attempted revocation, replacement, or change to any Loan Document or any Material Document (not consented to by the Nation) which is materially adverse to the Lender or could constitute a Material Adverse Effect; or

(l) The occurrence of a change in the business, Property, operations or financial condition of the Borrower which could constitute a Material Adverse Effect; or

(m) Construction of the Project is abandoned or halted prior to completion for a period in excess of ninety (90) consecutive days.

9.2 Remedies upon Event of Default. Without limiting any other rights or remedies of the Lender provided for elsewhere in this Agreement, or the Loan Documents, or by applicable Law, or in equity, or otherwise:

(a) Upon the occurrence, and during the continuance, of any Event of Default other than an Event of Default described in Section 9.1(i), the Lender may (in its sole and absolute discretion) declare all or any part of the unpaid principal of the Loan, all interest accrued and unpaid thereon and all or any part of other amounts payable under the Loan Documents to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which are expressly waived by the Borrower.

(b) Upon the occurrence of any Event of Default described in Section 9.1(g):

(i) all other obligations of the Lender and all rights of the Borrower and any other parties under the Loan Documents shall terminate without notice to or demand upon the Borrower, which are expressly waived by the Borrower;

(ii) the unpaid principal of the Loan, all interest accrued and unpaid thereon and all other amounts payable under the Loan Documents shall be forthwith due and payable, without protest, presentment, notice of dishonor, demand or further notice of any kind, all of which are expressly waived by the Borrower.

(c) Upon the occurrence and during the continuance of any Event of Default, the Lender, without notice to or demand upon the Borrower, which are expressly waived by the Borrower, may proceed in accordance with applicable Laws to protect, exercise and enforce the rights and remedies of the Lender under the Loan Documents against the Borrower and such other rights and remedies as are provided in such Loan Documents or by Law or equity, including the right of setoff. The order and manner in which the Lender's rights and remedies are to be exercised shall be determined by the Lender in its sole and absolute discretion, and all payments received after the occurrence of any Default or Event of Default by the Lender shall be applied in such manner and order as the Lender may determine in its sole and absolute discretion. Without limitation upon the foregoing, if any Event of Default occurs, the Lender shall have the right (to the extent not prohibited by applicable Laws) in its sole discretion to enter and take possession of the Project, whether in person, by agent or by court-appointed receiver, and to take any and all actions which the Lender in its sole discretion may consider necessary to complete

construction of the Project, including making changes in any and all applicable plans and specifications, work or materials and entering into, modifying or terminating any contractual arrangements, all subject to the Lender's right at any time to discontinue any work without liability. If the Lender chooses to complete the Project, the Lender shall not assume any liability to the Borrower or any other Person for completing the Project, or for the manner or quality of construction of the Project, and the Borrower expressly waives any such liability not associated with the gross negligence and willful misconduct of the Lender. If the Lender exercises any of the rights or remedies provided in this paragraph, that exercise shall not make the Lender, or cause the Lender to be deemed to be, a partner or joint venturer of the Borrower. The Lender in its sole discretion may choose to complete construction in its own name or in the name of a sub-agent or designee. All sums which are expended by the Lender in completing construction and consistent with the Construction, Education, Training and Development Plan shall be considered to have been disbursed to the Borrower and any sums of principal shall be considered to be additional loans to the Borrower bearing interest at the Interest Rate. For these purposes the Lender, in its sole discretion, may reallocate any line item or cost category of the Construction, Education, Training and Development Plan.

(d) Lender shall have the right, after due notice, to offset any amounts owed by the Borrower to the Lender hereunder from any amount the Lender may owe to Borrower under any account payable to Borrower in accordance with 12 N.N.C. § 1507.

ARTICLE 10 MISCELLANEOUS

10.1 Cumulative Remedies; No Waiver. The rights, powers, privileges and remedies of the Lender provided herein and in the other Loan Documents are cumulative and not exclusive of any right, power, privilege or remedy provided by Law or equity. No failure or delay on the part of the Lender in exercising any right, power, privilege or remedy may be, or may be deemed to be, a waiver thereof; nor may any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of the same or any other right, power, privilege or remedy.

10.2 Amendments; Consents. No amendment, modification, supplement, extension, termination or waiver of any provision of this Agreement or any other Loan Document, no approval or consent thereunder, and no consent to any departure by the Borrower therefrom, may in any event be effective unless in writing signed by the Lender and the Borrower, and then only in the specific instance and for the specific purpose given.

10.3 Costs, Expenses and Taxes; Indemnification.

(a) The Borrower shall pay the costs and expenses in connection with the negotiation, preparation, closing, execution and delivery of the Loan Documents, which costs and expenses consist of the reasonable and mutually agreed upon fees, disbursements and expenses of Lender's outside legal counsel and the fees of the Nation's financial advisor for any certification required by the Bond Financing Act. The

Borrower shall pay an application fee required by 12 N.N.C. § 1330 (A)(3) and (4) in the amount of \$25,000 on the Closing Date.

(b) The Borrower agrees to pay all reasonable costs and expenses of Lender incurred in connection with each refinancing, restructuring, reorganization (including a bankruptcy reorganization) and enforcement or attempted enforcement of the Loan Documents, or with the preparation for such enforcement, including filing fees, recording fees, title insurance fees (to the extent applicable), appraisal fees, search fees and other out-of-pocket expenses and the fees and out-of-pocket expenses of any outside legal counsel to the Lender, independent public accountants and other outside experts retained by the Lender, and including any costs, expenses or fees incurred or suffered by the Lender in connection with or during the course of any bankruptcy or insolvency proceedings of the Borrower.

(c) To the extent authorized by law, the Borrower agrees to indemnify, save and hold harmless the Lender and its officials, officers, agents, attorneys and employees (collectively the "Indemnitees") from and against, subject to applicable law: (i) any and all claims, demands, actions or causes of action which may be asserted by a third party against any Indemnitee by reason of claims that such Indemnitee is obligated or has undertaken to perform or discharge any obligation of Borrower with respect to the Project; (ii) any and all claims, demands, actions or causes of action by a third party if the claim, demand, action or cause of action arises out of or relates to the Loan or Non-Repayment Amounts, the use or contemplated use of proceeds of the Loan or Non-Repayment Amounts, the relationship of the Borrower and the Lender under this Agreement or any transaction contemplated by the Loan Documents; (iii) any administrative or investigative proceeding by any Governmental Agency arising out of or related to a claim, demand, action or cause of action described in clauses (i) or (ii) above; (iv) any and all liabilities, losses, costs (including settlement costs) or expenses (including reasonable attorneys' fees and disbursements and other professional services) that any Indemnitee suffers or incurs as a result of the assertion of any foregoing claim, demand, action or cause of action; and (v) any and all losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of any counsel for Indemnitees) in connection with, or as a result of (A) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or (B) the Loan, Non-Repayment Amounts or the use or proposed use of the proceeds therefrom; provided that Borrower's obligation to indemnify an Indemnitee shall not apply to claims which are caused by or result from the wrongful acts or gross negligence of Lender or any Indemnitee. Indemnification sought by any Indemnitee hereunder shall be obtained in accordance with applicable law.

10.4 Nature of the Lender's Obligations. Nothing contained in this Agreement or any other Loan Document and no action taken by the Lender pursuant hereto or thereto may, or may be deemed to make the Lender a partnership, an association, a joint venture or other entity, with the Borrower or any Affiliate of the Borrower.

10.5 Survival of Representations and Warranties. All representations and warranties contained herein or in any other Loan Document, or in any certificate or other writing delivered by or on behalf of any one or more of the parties to any Loan Document, will survive the making of the Loan and the execution and delivery of the Loan Documents, and have been or will be relied upon by the Lender, notwithstanding any investigation made by the Lender or on its behalf.

10.6 Notices. Except as otherwise expressly provided in the Loan Documents (a) all notices, requests, demands, directions and other communications provided for hereunder or under any other Loan Document must be in writing and must be mailed, electronically submitted, delivered or sent by recognized overnight courier service, to the appropriate party at the address set forth on the signature pages of this Agreement or other applicable Loan Document or, as to any party to any Loan Document, at any other address as may be designated by it in a written notice sent to all other parties to such Loan Document in accordance with this Section; and (b) any notice, request, demand, direction or other communication given electronically must be confirmed within 48 hours by letter mailed or delivered to the appropriate party at its respective address. Except as otherwise expressly provided in any Loan Document, if any notice, request, demand, direction or other communication required or permitted by any Loan Document is given by mail it will be effective on the earlier of receipt or the third Business Day after deposit in the United States mail with first class postage prepaid; if given electronically, when sent; or if given by personal delivery, when delivered.

10.7 Execution of Loan Documents. Unless the Lender otherwise specifies with respect to any Loan Document, this Agreement and any other Loan Document may be executed in any number of counterparts and any party hereto or thereto may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Agreement or any other Loan Document, as the case may be, when taken together will be deemed to be but one and the same instrument. The execution of this Agreement or any other Loan Document by any party hereto or thereto will not become effective until counterparts hereof or thereof, as the case may be, have been executed by all the parties hereto or thereto.

10.8 Binding Effect; Assignments. This Agreement and the other Loan Documents shall be binding upon and shall inure to the benefit of the parties hereto and thereto and their respective successors and assigns, except that the Borrower may not assign its rights hereunder or thereunder or any interest herein or therein without the prior written consent of the Lender. Any assignment by the Borrower without the prior written consent of the Lender shall be null and void; provided, that no Person other than the Lender shall have any rights under this sentence. The Lender may assign its interest under the Loan Documents (or any portion thereof) without the prior written consent of the Borrower; provided that (i) the Lender agrees to use commercially reasonable efforts to provide the Borrower with at least five Business Days' prior written notice of such assignment and (ii) the failure of the Lender to provide such notice shall not have any effect on the obligations of the Borrower under the Loan Documents or the rights and remedies of the Lender under the Loan Documents or result in any liability for the Lender).

10.9 No Third Parties Benefited. This Agreement is made for the purpose of defining and setting forth certain obligations, rights and duties of the Borrower and the Lender in

connection with the Loan, and is made for the sole benefit of the Borrower, the Lender, and any of their successors and assigns. Except as expressly provided in Sections 10.8, no other Person shall have any rights of any nature hereunder or by reason hereof.

10.10 Further Assurances. The Borrower shall, at its sole expense and without expense to the Lender perform, execute and deliver such further acts and documents as the Lender from time to time reasonably requires for the assuring and confirming unto the Lender of the rights hereby created or intended now or hereafter so to be, or for carrying out the intention or facilitating the performance of the terms of any Loan Document.

10.11 Integration; Interpretation. This Agreement, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and supersedes all prior agreements, written or oral, on the subject matter hereof. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control and govern; provided that the inclusion of supplemental rights or remedies in favor of the Lender in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

10.12 Governing Law. This Agreement and the Loan Documents shall be governed by, construed and enforced in accordance with, the internal law of the Nation. The Borrower and each other party hereto each hereby consents to the application of civil law of the Nation to the construction, interpretation and enforcement of this Agreement and the other Loan Documents, and to the application of civil law of the Nation to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments, enforcement of any arbitration award and other legal remedies, except for any procedural matters governed by or relating to the conduct of arbitration under Section 10.16. This Agreement and the Loan Documents shall be construed in accordance with their intent and with the fair meaning of its provisions and without regard to any presumption or other rule requiring construction against the party which caused the same to be drafted.

10.13 Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable or invalid as to any party or in any jurisdiction shall, as to that party or jurisdiction, be inoperative, unenforceable or invalid without affecting the remaining provisions or the operation, enforceability or validity of that provision as to any other party or in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

10.14 Headings. Article and Section headings in this Agreement and the other Loan Documents are included for convenience of reference only and are not part of this Agreement or the other Loan Documents for any other purpose.

10.15 Time of the Essence. Time is of the essence in the Loan Documents.

10.16 Arbitration. The Lender or the Borrower may require that any dispute be settled by binding arbitration pursuant to and in accordance with arbitration procedures referenced in the

Navajo Nation Sovereign Immunity Act, as amended, at 1 N.N.C. § 554 J and § 554 K, and as set forth in the Navajo Arbitration Act, as amended, at 7 N.N.C. §§ 1101 et seq. ("Arbitration"), and judgment on any arbitration award may be entered in the Nation court. No provision hereof shall limit the right of any party to this Agreement to exercise self-help remedies such as setoff, foreclosure against or sale of any real or personal property collateral or security, or to obtain provisional or ancillary remedies, including injunctive relief, sequestration, attachment, garnishment or the appointment of a receiver, from a court of the Nation before, after or during the pendency of any arbitration or other proceeding; provided, that the right to compel arbitration and the remedies referred to herein shall be available only to the parties to this Agreement and no other parties. The exercise of any such remedy shall not waive the right of any party to compel arbitration hereunder. Each party to this Agreement severally represents and warrants to the other parties that this Section 10.16 is specifically enforceable against such party by the other parties. The Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) except to the extent such rules conflict with the Navajo Arbitration Act, and except as modified by the following:

- (a) Unless otherwise agreed upon, all Arbitration proceedings shall be held on the Nation;
- (b) The arbitration shall be conducted by an arbitration panel consisting of three AAA available arbitrators, with each arbitrator possessing at least 10 years of experience in commercial law and resolution of commercial disputes (one of whom shall also possess at least 10 years of experience in federal Indian law), with each party choosing one arbitrator and the two arbitrators choosing a third arbitrator;
- (c) The prevailing party in any action or proceeding shall be entitled to recover its costs of collection including reasonable attorney's fees.

10.17 Purported Oral Amendments. THE BORROWER AND THE LENDER EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS MAY ONLY BE AMENDED OR MODIFIED, OR THE PROVISIONS HEREOF OR THEREOF WAIVED OR SUPPLEMENTED, BY AN INSTRUMENT IN WRITING THAT COMPLIES WITH SECTION 10.2. EACH PARTY AGREES THAT IT WILL NOT RELY ON ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR ORAL OR WRITTEN STATEMENTS BY ANY OTHER PARTY THAT DOES NOT COMPLY WITH SECTION 10.2 TO EFFECT AN AMENDMENT, MODIFICATION, WAIVER OR SUPPLEMENT TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

10.18 Waiver of Right to Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO.

10.19 Borrower's Limited Waiver of Sovereign Immunity; Consent to Jurisdiction.

(a) THE BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ITS SOVEREIGN IMMUNITY (AND ANY DEFENSE BASED THEREON) ARISING FROM ANY SUIT, ACTION OR PROCEEDING (INCLUDING AN ARBITRATION PROCEEDING) OR FROM ANY LEGAL PROCESS SOLELY TO THE EXTENT BROUGHT BY OR INITIATED BY THE LENDER OR ANY OTHER PERSON WHO IS ENTITLED TO THE BENEFITS OF THE LOAN DOCUMENTS (INCLUDING WITHOUT LIMITATION THE INDEMNIFIED PERSONS REFERRED TO IN SECTION 10.3(b)) (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION, EXERCISE OF CONTEMPT POWERS, OR OTHERWISE) IN ANY FORUM PROVIDED FOR IN THIS AGREEMENT, WITH RESPECT TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. SUCH LIMITED WAIVER OF SOVEREIGN IMMUNITY PERMITS RECOURSE AND ENFORCEMENT AGAINST ANY AND ALL PROPERTY OF THE BORROWER. THE OBLIGATIONS OF THE BORROWER UNDER THE LOAN DOCUMENTS ARE A GENERAL OBLIGATION OF THE BORROWER. FOR THE AVOIDANCE OF DOUBT, THE OBLIGATIONS OF THE BORROWER UNDER THE LOAN DOCUMENTS IN NO WAY CONSTITUTE AN OBLIGATION OR AGREEMENT OF THE NATION.

(b) THE BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE COURTS OF THE NATION (INCLUDING ALL NAVAJO NATION COURTS TO WHICH DECISIONS OF THE COURTS OF THE NATION MAY BE APPEALED) WITH RESPECT TO ANY DISPUTE OR CONTROVERSY ARISING OUT OF THIS AGREEMENT OR ANY LOAN DOCUMENT, INCLUDING ANY AMENDMENT OR SUPPLEMENT WHICH MAY BE MADE HERETO OR THERETO OR TO ANY TRANSACTION IN CONNECTION HERewith OR THEREWITH AND THE ENFORCEMENT OF ANY ARBITRATION AWARD.

(c) THE WAIVERS AND CONSENTS DESCRIBED IN THIS SECTION 10.19 SHALL INURE SOLELY TO THE BENEFIT OF THE LENDER AND EACH OTHER PERSON WHO IS ENTITLED TO THE BENEFITS OF THE LOAN DOCUMENTS (INCLUDING WITHOUT LIMITATION THE INDEMNIFIED PERSONS REFERRED TO IN SECTION 10.3). THE LENDER AND SUCH OTHER PERSONS SHALL HAVE AND BE ENTITLED TO ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES, INCLUDING THE RIGHT TO SPECIFIC PERFORMANCE, MONEY DAMAGES AND INJUNCTIVE OR DECLARATORY RELIEF. THE WAIVERS OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION CONTAINED IN THIS SECTION 10.19 ARE IRREVOCABLE.

10.20 USA Patriot Act. The Lender hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, it may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and

other information that will allow the Lender to identify the Borrower in accordance with the Patriot Act.

10.21 Waiver of Punitive Damages; Etc. Notwithstanding anything to the contrary contained in this Agreement, the Borrower hereby agrees that it shall not seek from the Lender punitive, consequential or exemplary damages under any theory of liability. Notwithstanding anything to the contrary contained in this Agreement, the Lender hereby agrees that it and each other person who is entitled to the benefits of this Agreement, including without limitation the Indemnitees referred to in Section 10.3, shall not seek from the Borrower punitive, consequential or exemplary damages under any theory of liability.

10.22 Subordination.

(a) The parties agree that the Obligations hereunder shall be subordinate to the Obligations arising under the Gaming Loan.

(b) The Parties agree that it is in the interest of the Lender for the Borrower to repay the Gaming Loan to the Nation. Accordingly, Lender agrees that in the event the Borrower is able to obtain financing for purposes of repayment of all or any portion of the Gaming Loan, that the Lender agrees to cooperate with the Borrower and any prospective lender and agrees that the Obligations arising hereunder shall be expressly subordinated in all respects, including right of payment and lien priority, to such subsequent senior financing, and that, upon request of Borrower, Lender shall enter into one or more agreements (whether subordination, intercreditor, or otherwise) acceptable to subsequent lenders which confirms such subordination. It is expressly understood and hereby agreed that any subsequent financing that is used to prepay all or a portion of the Gaming Loan shall at all times enjoy priority of all other obligations of the Borrower with respect to the Lender of any kind or description, including without limitation, debt service obligations arising hereunder.

[Remainder of Page Intentionally Left Blank]

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

"Borrower":

NAVAJO NATION GAMING ENTERPRISE

By: 

Name: Quincy Natay

Title: Chairman of the Board of Directors

By: _____

Name: Brian Parrish

Title: Chief Executive Officer

By: _____

Name: Richard Williamson

Title: Chief Financial Officer

Address for Notices:

Navajo Nation Gaming Enterprise
P.O. Box 1700
249 East NM 118
Church Rock, NM 87311
Attention: Chief Financial Officer
Telephone: (505) 905-7100
Telecopier: (505) 905-7240

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

"Borrower":

NAVAJO NATION GAMING ENTERPRISE

By: _____

Name: Quincy Natay

Title: Chairman of the Board of Directors

By: 

Name: Brian Parrish

Title: Chief Executive Officer

By: 

Name: Richard Williamson

Title: Chief Financial Officer

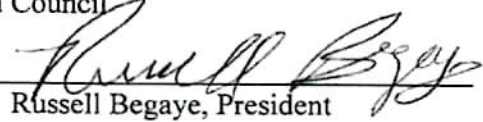
Address for Notices:

Navajo Nation Gaming Enterprise
P.O. Box 1700
249 East NM 118
Church Rock, NM 87311
Attention: Chief Financial Officer
Telephone: (505) 905-7100
Telecopier: (505) 905-7240

"Lender":

NAVAJO NATION (listed in the Federal Register as NAVAJO NATION, ARIZONA, NEW MEXICO & UTAH), acting by and through the Budget and Finance Committee of the Navajo Nation Council

By: _____


Russell Begaye, President

Address for Notices:

Office of the Controller
P.O. Box 3150
Window Rock, Arizona 86515
Attention: Controller
Telephone: (928) 871-6327
Telecopier: (928) 871-6026

NAVAJO NATION DEPARTMENT OF JUSTICE APPROVAL

The Navajo Nation Department of Justice has reviewed and hereby approves the Loan Agreement entered into by and between the Navajo Nation Gaming Enterprise and the Navajo Nation relating to the Síhasin Travel Center Project (the "Loan Agreement"), including the statements under the captions "Governing Law" and "Arbitration" for purposes of Section 554 (J)(2) and (K)(2) of the Navajo Sovereign Immunity Act. The Loan Agreement has been authorized, approved, and executed on behalf of the Navajo Nation in accordance with all applicable laws of the Navajo Nation.

**NAVAJO NATION
DEPARTMENT OF JUSTICE**

By: 

Ethel B. Branch, Attorney General

EXHIBIT A
FORM OF PROMISSORY NOTE

PROMISSORY NOTE

\$4,000,000

_____, 2018

FOR VALUE RECEIVED, the undersigned promises to pay to the **NAVAJO NATION** (listed in the *Federal Register* as Navajo Nation, Arizona, New Mexico & Utah), acting by and through the Budget and Finance Committee of the Navajo Nation Council (the "Lender"), the principal sum of Four Million Dollars (\$4,000,000) or such lesser aggregate amount as may be advanced by Lender pursuant to the Loan Agreement, payable as set forth herein. The undersigned also promises to pay interest on the principal amount outstanding from time to time from the date hereof until the date of payment in full both before and after Default and before and after maturity and judgment, payable as set forth below.

Reference is made to the Loan Agreement, dated as of even date herewith, by and between the undersigned, as Borrower, and the Lender (as the same may from time to time be supplemented, modified, amended, restated or extended, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement. This Promissory Note is the Note referred to in the Loan Agreement, and the Lender and any subsequent rightful holder hereof (collectively, the "Holder") is entitled to all of the rights, remedies, benefits and privileges provided for in the Loan Agreement as originally executed or as it may from time to time be supplemented, modified or amended. The Loan Agreement, among other things, contains provisions for binding arbitration and acceleration of the maturity hereof upon the happening of certain stated events upon the terms and conditions therein specified.

The principal indebtedness evidenced by this Note shall be payable as provided in the Loan Agreement.

Interest shall be payable on the outstanding daily unpaid principal amount advanced to the Borrower under the Loan Agreement until payment in full and shall accrue and be payable at the rates and on the dates set forth in the Loan Agreement, both before and after Default and before and after maturity and judgment, with interest on overdue principal and interest to bear interest at the rate set forth in Sections 3.1 of the Loan Agreement, to the fullest extent permitted by applicable Law.

The undersigned shall make all payments hereunder to the Lender as indicated in the Loan Agreement in lawful money of the United States by delivery of a check at the Lender's Office or by wire transfer or other immediately available funds.

The Lender shall keep a record (which may be in electronic or other intangible form) of all advances made by it and payments of principal received by it with respect to this Note, and such record shall be presumptive evidence of the amounts owing under this Note, provided that nothing herein shall prevent the Holder from presenting their books and records as evidence of the outstanding amount of the Obligations.

The undersigned hereby promises to pay all costs and expenses incurred in collecting the undersigned's obligations hereunder or in enforcing or attempting to enforce any rights hereunder, including attorneys' fees and disbursements and the other costs and expenses described in Sections 9.2 and 10.3 of the Loan Agreement, whether or not an action is filed in connection therewith.

The undersigned hereby waives presentment, demand for payment, dishonor, notice of dishonor, protest, notice of protest and any other notice or formality, to the fullest extent permitted by applicable Laws.

This Note is a Loan Document as defined in the Loan Agreement, and the sovereign immunity waiver, jurisdictional waivers and consents, enforcement provisions, governing law and other provisions of the Loan Agreement generally applicable to Loan Documents are applicable hereto and incorporated herein by this reference and this Note shall be interpreted, construed and enforced as if all such provisions were set forth in full in this Note.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

NAVAJO NATION GAMING ENTERPRISE

By: _____

Name: Brian Parrish

Title: Chief Executive Officer

By: _____

Name: Richard Williamson

Title: Chief Financial Officer

EXHIBIT B
REQUEST FOR ADVANCE

[Date]

Office of the Controller
The Navajo Nation
PO Box 3150
Window Rock, AZ 86515

1. This Request for Advance No. [] is executed and delivered by an authorized officer of the Navajo Nation Gaming Enterprise (the "Borrower") to the Controller of the Navajo Nation, as lender under Section 2.2 of that certain Loan Agreement (Sihasin Travel Center Project) dated as of [] (the "Loan Agreement") between the Borrower and the Navajo Nation (the "Nation"). Any terms used herein and not defined herein shall have the meanings set forth for such terms in the Loan Agreement.

2. The Borrower hereby requests that the Controller make an Advance of the Loan in accordance with the Loan Agreement as follows:

(a) Amount of Advance: \$[]

(b) Requested Date of Advance (which is not less than 10 days after the date of this Request for Advance as set forth in Section 2.2 of the Loan Agreement):
[]

3. The aggregate amount of Advances outstanding after the Advance requested herein will be \$[] of the Loan and \$[] of the Non-Repayment Amounts.

4. The proceeds of the Advance will be used for Project Costs as required by the Loan Agreement.

5. [As to Advance No. 2] In accordance with Section 8.02(a) of the Loan Agreement, attached hereto are the following documents:

(a) construction documents for the Project and a detailed construction schedule, and

(b) an updated Construction and Education Plan which incorporates the following: (i) an updated Project Description, (ii) an updated Project Schedule, and (iii) an updated Education and Training Plan indicating whether any portion of such plan has been or will be implemented during the construction phase of the Project and details as to the implementation of such plan upon the completion of the Project.

7. [As to Advance No. 3] In accordance with Section 8.02(b) of the Loan Agreement, attached hereto are the following documents:

- (a) final forms of (if not provided in conjunction with the Request for Advance No. 2) and any changes, change orders or amendments to the construction documents,
- (b) an update on the progress of the construction of the Project,
- (b) an updated Construction and Education Plan describing steps taken to implement such plan during construction and providing an updated implementation of such plan upon completion of the Project, and
- (c) a signed promissory note in the form attached to the Loan Agreement as Exhibit A.

8. The Borrower hereby represents and warrants that:

- (a) Each representation or warranty by Borrower contained herein or in any other Loan Document shall be true or correct in all material respects;
- (b) No Default or Event of Default has occurred and is continuing; and
- (c) After giving effect to the Advance requested herein, the original principal amount of all Advances made hereunder does not exceed the Maximum Loan Amount plus the Non-Repayment Amounts.

8. This Request for Advance is executed on [_____], by an authorized officer of the Borrower. The undersigned, in such capacity, hereby certifies each and every matter contained herein to be true and correct.

IN WITNESS WHEREOF, the Borrower has executed this Request for Advance on the date set forth above.

NAVAJO NATION GAMING ENTERPRISE

By: _____

Its: _____

EXHIBIT C
SCHEDULE OF ADVANCES

<u>Advance No.</u>	<u>Dates</u>	<u>Non- Repayment Amounts (Infrastructure)</u>	<u>Non-Repayment Amounts (Construction)</u>	<u>Loan (Construction)</u>	<u>Total Disbursements</u>
1	May ___, 2018	\$2,500,000			\$2,500,000
2					
3					
		\$2,500,000	\$3,500,000	\$4,000,000	\$10,000,000

EXHIBIT D COMPLIANCE CERTIFICATE

This Compliance Certificate ("Certificate") is delivered with reference to the Loan Agreement, dated as of [____], by and between the Navajo Nation Gaming Enterprise ("Borrower") and the Navajo Nation (listed in the *Federal Register* as Navajo Nation, Arizona, New Mexico & Utah) (the "Lender") (as amended, restated, extended, renewed, supplemented or otherwise modified from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement and not otherwise defined in this Certificate shall have the meanings defined for them in the Loan Agreement. Section references herein relate to the Loan Agreement unless stated otherwise.

This Certificate is delivered in accordance with Section 7.1 of the Loan Agreement by a Senior Officer. This Certificate is delivered with respect to the four Fiscal Quarter period ended _____, _____ and contains information required (when applicable) by Sections 5.3, 5.10, 5.11, 5.13 and 7.1 of the Loan Agreement.

I. Section 5.3—Insurance.

The Borrower represents that it has obtained or caused to be obtained insurance complying with the requirements of Section 5.3.

[For first Compliance Certificate: attach evidence of insurance (to the extent evidence is available from the Navajo Nation Insurance Services Department (Risk Management Program))]

[For subsequent Compliance Certificates, if any change in insurance coverage, evidence of insurance is to be attached (to the extent evidence is available from Navajo Nation Insurance Services Department (Risk Management Program))]

II. Section 5.10—Project Accounting and Reporting; Return of Cost Savings.

(a) The Borrower represents that it has segregated the proceeds of the Loan and Non-Repayment Amounts from all other funds and accounts of the Borrower and has maintained separate accounting and financial records relating thereto.

(b) Attached herewith is a full accounting [and an audit report—required annually] of the use of the Loan and the Non-Repayment Amounts (to date) advanced under the Loan Agreement to pay Project Costs.

(c) [If applicable] In accordance with the Expenditure Plan, included herewith is payment of the amount of \$[_____] for deposit in the Síhasin Fund representing the difference between the amount of Project Costs and the amount disbursed under the Loan Agreement.

(d) The Borrower represents that it has reported the status of the construction of the Project, as well as the status of the Expenditure Plan to the Naabik'iyati' Committee and the Office of the President and Vice-President of the Nation on a quarterly basis

III. Section 5.11—Payments Permitted. The Borrower represents that payments on the Obligations under the Loan Agreement are permitted to be paid.

IV. Section 5.13—Construction and Education Plan Reporting

As of the end of the period set forth above, the Borrower has taken the following steps in the relation to the Construction and Education Plan:

(a) Internships. The Borrower has provided [] internships at the Project in the following areas [list addition areas when applicable]: [Navajo Nation Tourism and Travel Centers, Hospitality and Travel Centers, Food & Beverage, Cross Marketing, Graphics and Communications, Information Technology for Cross Marketing, Merchandising and Gift Shops - Navajo Arts & Crafts].

(b) Collaboration with Navajo Nation Entities. To further the multi-entity collaboration and educational goals set forth in the plan, the Borrower has organized, participated in or coordinated the following activities with the Navajo Nation Hospitality Enterprise and the Navajo Nation Oil and Gas Enterprise as set forth in the plan [list all applicable activities]:

- (i) New hire orientation and training sessions (please describe scope, nature and frequency)
- (ii) Individualized management training and development plans (please describe scope, nature and frequency)
- (iii) outside industry speakers, seminars and in-house updates (please describe scope, nature and frequency)
- (iv) tuition reimbursement for formalized degree programs combined with on-the-job career development (please describe scope, nature and frequency)

(c) Academic Institutions. The Borrower has [sponsored, hosted, participated in] the following activities with the following academic institutions:

[List Institutions]

[Describe all activities that apply]

V. Indebtedness. As of the end of the period set forth above, the Borrower is in compliance with the provisions of Section 6.6 regarding Indebtedness.

VI. Events of Default.

To the knowledge of the undersigned, during the fiscal period covered by this Certificate, no Default or Event of Default has occurred and is continuing, with the exceptions set forth below in response to which the Borrower has taken (or caused to be taken) or proposes to take (or cause to be taken) the following actions (if none, so state).

VII. Certification.

The undersigned Senior Officer certifies that the calculations made and the information contained herein are derived from the books and records of the Borrower and that each and every matter contained herein correctly reflects those books and records.

Dated: _____,

NAVAJO NATION GAMING ENTERPRISE

By: _____
Name: _____
Title: _____

**RESOLUTION OF
THE NAVAJO NATION INVESTMENT COMMITTEE**

**Approving and Recommending to the Budget and Finance Committee
The Authorization to the Controller
to Grant Consent on Behalf of the Navajo Nation
to the Navajo Nation Gaming Enterprise's (NNGE) Request
for the Navajo Nation's Waiver of
Section 5.9 of the Loan Agreement Between the Nation and NNGE**

WHEREAS:

1. The Navajo Nation ("Nation") created the Navajo Nation Investment Committee ("Investment Committee") pursuant to Resolution No. CAU-39-73; and
2. The Budget and Finance Committee adopted the investment policies for all Navajo Nation financial resources (the "Master Investment Policy") pursuant to Resolution No. BFO-61-90, as amended by BFJY-114-03, BFJA-01-08, BFJN-17-15, BFD-38-17, BFD-41-17, and BFD-45-18; and
3. The Investment Committee is an advisory group to the Budget and Finance Committee in the management of the Nation's investment programs and is responsible for approving and making recommendations to the Budget and Finance Committee for the adoption of modifications to the Master Investment Policy, Sub-Policies, and Asset Class Guidelines, pursuant to the Master Investment Policy at §4.3(a); and is responsible for recommending to the Budget and Finance Committee the approval of investment managers and custodians recommended by the Investment Consultant, subject to the approval of each investment manager and custodial contract by the Budget and Finance Committee, pursuant to the MIP at §4.3(d); and
4. On October 27, 2017, the Investment Committee passed Resolution No. NNICOC-03-18, which approved and recommended to the Budget and Finance Committee the approval of the term sheet for a direct investment of \$208,759,393 in the Navajo Nation Gaming Enterprise ("NNGE") to restructure NNGE's gaming loan and the execution and delivery of the restructured gaming loan, which was executed effective December 1, 2017 as that certain Second Amended, Restated and Consolidated Loan Agreement between the Navajo Nation, as Lender, and NNGE, as Borrower (the "Loan Agreement"); and
5. On November 21, 2017, the Budget and Finance Committee passed Resolution No. BFN-39-17, which approved the term sheet and authorized the President to execute the Loan Agreement; and
6. The Loan Agreement at Section 5.9, requires NNGE to set aside net gaming

revenues for annual transfers to the Gaming Distribution Fund and the Fire Rock Permanent Facility Reserve Account; and

7. Further, the Loan Agreement at Section 1.6, authorizes the Controller to grant or deny any consents and waivers required by the Navajo Nation under the Loan Agreement; and

8. NNGE, by letter dated April 10, 2020, to Controller Pearline Kirk from NNGE Interim CEO Brian Parrish, attached hereto as **Exhibit 1**, requests that the Nation consent to a waiver through December 31, 2020 of NNGE's obligations under Section 5.9 of the Loan Agreement, due to the temporary closure of NNGE's casinos and associated lack of revenues due to the COVID-19 crisis; and NNGE states the waiver will provide the following:

- a. Waive required Gaming Distribution Fund payments of \$5 million for 2019;
- b. Waive required set asides of \$2.4 million for the Fire Rock Permanent Facility Reserve Account for 2019 and allow for usage of current set aside funds of \$10.5 million for the Fire Rock Permanent Facility Reserve Funds; and
- c. NNGE will use the Gaming Distribution Funds first and the Fire Rock Permanent Facility Reserve Funds second; and

9. Further, by letter dated April 10, 2020, to President Jonathan Nez and Controller Pearline Kirk from NNGE Interim CEO Brian Parrish, attached hereto as **Exhibit 2**, NNGE provided Notice of a potential Material Adverse Effect due to the temporary closure of NNGE facilities due to the COVID-19 crisis from March 17, 2020 until at least April 30, 2020, which notice is required under Section 7.1(g) of the Loan Agreement and Section 7.1(f) of the Sihasin Travel Center Loan Agreement dated as of May 23, 2018 between the Navajo Nation and NNGE (the "Sihasin Loan Agreement"), and

10. In addition, by letter dated April 10, 2020, to Controller Pearline Kirk from NNGE Interim CEO Brian Parrish, attached hereto as **Exhibit 3**, NNGE stated that NNGE was requesting the waiver of certain covenants, events of default, and remedies for the period beginning March 17, 2020 and ending on October 30, 2020, related to the Loan Agreement and the Sihasin Loan Agreement; however NNGE did not specify which covenants, events of default, or remedies for which NNGE is seeking the Nation's waiver, except for the waiver of Section 5.9 of the Loan Agreement as explained in **Exhibit 1**; and

11. The Controller, in whom the Loan Agreement vests the authority on behalf of the Nation to grant or deny consents, now desires and seeks the guidance of the Investment Committee and the Budget and Finance Committee, due to the weightiness of this matter and the resulting revenue loss to the Navajo Nation, for the authority to grant or deny, on behalf of the Navajo Nation, NNGE's requested consent for the Navajo Nation's waiver of Section 5.9 of the Loan Agreement; and

12. The Investment Committee after reviewing the exhibits and hearing the reports of NNGE and the Controller finds it is in the best interests of the Nation to approve

and recommend to the Budget and Finance Committee the authorization to the Controller to

- a. Grant the Waiver in section 8(a) above, provided the June 30, 2020 debt service payment will be paid from the Five Million within the Gaming Distribution Fund unless the closure extends beyond June 8th, 2020.
- b. Grant the Waiver in section 8(b) above, and use the \$2.4 million and \$10.5 million set-asides to cover fixed expenses during shut-down and ramp up.
- c. additionally, NNGE and NNOOC will quantify any other funding sources (i.e. CARES Act) to cover debt service, GDF, and Set-asides, if applicable, as soon as practical if a closure continues beyond June 8th, 2020

on behalf of the Navajo Nation, to NNGE's request for the Navajo Nation to waive the terms and conditions of Section 5.9 of the Loan Agreement.

NOW THEREFORE, BE IT RESOLVED THAT:

The Navajo Nation Investment Committee hereby approves and recommends to the Budget and Finance Committee the authorization to the Controller to Grant the waiver described in section 12 above under the conditions described on behalf of the Navajo Nation, to NNGE's request for the Navajo Nation to waive the terms and conditions of Section 5.9 of the Loan Agreement.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Investment Committee, at a duly called meeting held in Office of the Controller Conference Room in Window Rock, AZ and by teleconference at which a quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, and 0 abstained, this 29th day of April, 2020.



Pearline Kirk
Presiding Chairperson
Navajo Nation Investment Committee

Motion: Jimmy Yellowhair
Second: Martin Ashley
Vote: 3-0-0



April 10, 2020

Pearline Kirk, Controller
Navajo Nation
PO Box 3150
Window Rock, AZ 86515

RE: Waiver of Section 5.9 of Senior Loan Agreement

Dear Ms. Kirk,

Due to the temporary closure of NNGE's casinos and the associated lack of revenues, NNGE is seeking a waiver of requirements under Section 5.9 of the Senior Loan Agreement through December 31, 2020 ("Waiver Period"). For purposes of this letter the "Senior Loan Agreement" is the Second Amended, Restated and Consolidated Loan Agreement between the Navajo Nation, Lender, and NNGE, Borrower, dated December 1, 2017. Section 5.9 requires NNGE to set aside net gaming revenues for annual transfers to the Gaming Distribution Fund and the Fire Rock Permanent Facility Reserve Account.

During the 45-day closure, NNGE is projected to burn through its unrestricted cash (\$11.7M) to pay for fixed operating expenses (70% of which is payroll expenses for 1,190 employees) and debt service. Current unrestricted cash includes cash set aside for the Twin Arrows RV Park (\$2M) and the payoffs of the NTUA Northern Edge & Flowing Water Notes payoff (\$9.7M). Given the potential for an extended closure and ramp-up period, and the need to provide funding to pay for fixed operating expenses, debt service, essential capital expenditures, and contracted development expenses, the waiver will provide the following:

- Waive required Gaming Distribution Fund Payments for 2019, which will allow for usage of the 2019 Gaming Distribution Funds (\$5M)
- Waive required set asides for Fire Rock Permanent Facility Reserve Account for 2019 (\$2.4M), and allow for usage currently set aside Fire Rock Permanent Facility Reserve Funds (\$10.5M)
- NNGE will use the Gaming Distribution Funds first and the Fire Rock Permanent Facility Reserve Funds second.

As you are aware, the Senior Loan Agreement vests the Navajo Nation Controller's Office with the authority to provide consents and waivers (except to the extent limited by applicable law). See Section 1.6 of Loan Agreement.

If you have any questions, please don't hesitate to contact me at (505) 870-1722 or Christine McLain, Executive Director of Finance, at (505) 728-9288.

Respectfully,

Brian D. Parrish
Interim Chief Executive Officer
Navajo Nation Gaming Enterprise



CC: Jonathan Nez, President, Navajo Nation
Myron Lizer, Vice President, Navajo Nation
Quincy Natay, Chairperson, NNGE
Ray Etcitty, General Counsel, NNGE
Christine McLain, Executive Director of Finance, NNGE
Adam Parker, Director of Financial Planning & Analysis, NNGE

Exhibit A
Navajo Nation Commission on Emergency Management Declaration

Exhibit B
March 13, 2020 Navajo Nation OPVP Executive Order No. 001-20

Exhibit C
March 13, 2020 Letter from Navajo Nation OPVP to NNGE

Exhibit D
March 16, 2020 NNGE Board Resolution NNGEMAR-001-20

Exhibit E
March 31, 2020 Navajo Nation OPVP Executive Order No. 002-20

Exhibit F
March 16, 2020 NNGE Board Resolution NNGEMAR-002-20

ATTACHMENT A

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



CEM-20-03-11

RESOLUTION OF THE COMMISSION ON EMERGENCY MANAGEMENT

DECLARING A PUBLIC HEALTH STATE OF EMERGENCY FOR THE NAVAJO NATION DUE TO THE CONFIRMATION OF THE CORONAVIRUS DISEASE ("COVID-19") IN REGIONAL AREAS SURROUNDING THE NAVAJO NATION.

WHEREAS:

1. Pursuant to 2 N.N.C., § 881 the Navajo Nation Council established the Commission on Emergency Management, authorizing it to assess, verify, recommend and declare states of emergency with the concurrence of the President of the Navajo Nation; and
2. Pursuant to 2 N.N.C., § 883 (A) and (C) the Commission is empowered to coordinate immediate emergency and disaster relief services with Navajo Nation and non-tribal entities in conjunction with the Department of Emergency Management to recommend and deploy appropriate resources regarding natural and man-made emergencies; and
3. Pursuant to 2 N.N.C., § 884 (B), (2) the Commission on Emergency Management may seek assistance from federal, state, other tribal governments, and local and private agencies to address emergency and disaster related situations; and
4. The nature of the Coronavirus Disease ("COVID-19") is such that it has spread and increased globally, as indicated by the Centers for Disease Control & Prevention ("CDC"), the World Health Organization ("WHO"), and other public health organizations within the U.S. and regionally; and
5. In the U.S. the number of positive and presumptive positive cases have grown, with the rise in COVID-19 confirmed cases in Arizona, New Mexico, Utah, Colorado; and
6. No confirmed COVID-19 cases have been verified on the Navajo Nation and area Public Health Services are closely monitoring the situation; and
7. The Navajo Nation, in collaboration with various entities such as the U.S. Public Health Services Area Offices (Albuquerque, Navajo, Phoenix), CDC, state departments of health, Navajo Nation 638 Tribal Health Organizations and various other multi-agency groups, have organized an incident command approach to mitigate COVID-19 transmission on the Navajo Nation; and
8. In partial response to addressing the spread of COVID-19 on the Navajo Nation, a Navajo Department of Health ("NDOH") Command Operations Center has been established with an infrastructure to maintain situational awareness, conduct daily communication briefings among NDOH and key collaborative partners and, disseminate information to the public; and

9. The Navajo Department of Emergency Management (NDEM) Emergency Operation Center (EOC) shall be activated to support the Navajo Department of Health Command Center.
10. Locally, it is acknowledged and understood that the threat of transmission of COVID-19 needs to be mitigated to reduce risk of exposure to the Navajo People and the resultant consequential public health impacts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Navajo Nation Commission on Emergency Management hereby declares a Public Health State of Emergency for the Navajo Nation due to the confirmation of the Coronavirus Disease ("COVID-19") in regional areas surrounding the Navajo Nation.
2. To address increased concerns of potential public health impacts due to risk and exposure to the COVID-19, especially to our older population, the Navajo Nation must encourage independent responsibility and action by the Navajo People in practicing recommended preemptive measures to minimize, prevent and reduce risk of exposure to and from the COVID-19.
3. The Navajo Nation population receives timely, consistent and correct information needed on the COVID-19 on preventive measures against contracting and spread of the virus, signs, symptoms and contacting local hospitals and clinics for reporting.
4. In declaring the Public Health State of Emergency, all Navajo Nation Branches, programs, departments will comply with and adhere to directives, instructions, and/or policies forthcoming from the Navajo Department of Health as related to addressing COVID-19.
5. The needs of the Navajo Nation are to be addressed in a manner so as to provide the necessary resources required to address said Declared Public Health State of Emergency. This includes, but not limited to, resources of personnel, medical supplies and equipment, monetary funding, and other resources as may be required to protect the health, safety and welfare of citizens of the Navajo Nation.

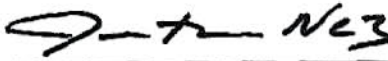
CERTIFICATION

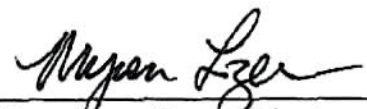
I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Commission on Emergency Management at a duly called meeting at Window Rock, Navajo Nation, Arizona, at which a quorum was present and that same passed by a vote of 4 approved, 0 opposed, and 0 abstained this 11th day of March 2020.


Herman Shorty, Chairperson
Commission on Emergency Management

Motion by: Dicky Bain
Second by: Ben Bennett

CONCURRENCE:


Jonathan Nez, President
THE NAVAJO NATION


Myron Lizer, Vice President
THE NAVAJO NATION

ATTACHMENT B



EXECUTIVE ORDER NO. 001-20

**DECLARING A STATE OF EMERGENCY DUE TO THE CONFIRMATION OF
THE COVID-19 VIRUS IN REGIONAL AREAS SURROUNDING THE NAVAJO
NATION, CLOSING THE NAVAJO NATION GOVERNMENT OFFICES, AND
SUPPORTING THE CLOSURE OF ALL SCHOOLS AND EDUCATIONAL
FACILITIES ON THE NAVAJO NATION**

**NAVAJO NATION OFFICE OF THE PRESIDENT AND VICE PRESIDENT
MARCH 13, 2020**

WHEREAS:

1. The President of the Navajo Nation serves as the Chief Executive Officer for the Executive Branch of the Navajo Nation government with full authority to conduct, supervise, and coordinate personnel and program matters. 2.N.N.C. §1005 (A);
2. The President shall have the enumerated power of issuing an executive order for the purpose of interpreting, implementing or giving administrative effect to statutes of the *Navajo Nation in the manner set forth in such statutes*. 2.N.N.C. §1005 (C)(14);
3. With the concurrence of the President of the Navajo Nation, the Emergency Management Commission shall have the power to declare a state of emergency affecting the Navajo Nation and to obtain, coordinate and oversee assistance, whether in the form of goods, services, equipment, motor vehicles, or personnel, from all Divisions, Departments and Enterprises of the Navajo Nation for use in addressing the requirements of the People in any declared emergency. 2 N.N.C. § 884(B)(1)(3);
4. The Emergency Management Commission declared an emergency due to the confirmation of the coronavirus disease (COVID-19) in regional areas surrounding the Navajo Nation. 2 N.N.C. § 884(B)(1), *See* Emergency Management Commission resolution CEM 20-03-11;
5. An Executive Order shall have the force of law upon the recipient. 2 N.N.C. § 1005(C)(14).

THEREFORE:

I, Jonathan Nez, President of the Navajo Nation and I, Myron Lizer, Vice President of the Navajo Nation, by the authority vested in us, hereby issue the following order:


1. With the support of the Emergency Management Commission, CEM-20-03-11, a public health state of emergency is declared affecting the Navajo Nation citizens and residents due to confirmation of the spread of the COVID-19 virus in every state surrounding the Navajo Nation, *see* White House Proclamation, NM Governor Lujan Grisham statement, Utah Governor Herbert Executive Order, Arizona Governor Ducey Executive Order and Declaration of Emergency, as such:
 - a. The Navajo Department of Health Command Operations Center shall be staffed throughout the emergency condition under the direction of the Director, Dr. Jill Jim, Navajo Department of Health; and,
 - b. The Navajo Department of Emergency Management Emergency Operation Center shall be activated to support the Navajo Department of Health Command Center; and,
 - c. All Navajo Nation Branches, Divisions, Departments, programs, offices, and Enterprises shall comply with and adhere to directives, instructions, and/or policies coming from the Navajo Department of Health as related to addressing COVID-19.
2. The Navajo Nation has issued travel restrictions due to the COVID-19 virus which restricted or canceled all off-reservation travel and directed all Navajo Nation employees to return from current off-reservation travel; however, the action of surrounding States by restricting large gatherings and closure of government offices has heightened the concern of the spread of the COVID-19, as such:
 - a. All Navajo Nation government offices shall close to minimize the spread of the COVID-19 virus beginning March 16 to April 3, 2020 and only essential personnel as determined by the Division Director shall report to their respective duty stations – including Navajo Public Safety, Navajo Fire Department, Navajo Emergency Medical Services, Department of Emergency Management, Navajo Division of Finance, Navajo Division of Social Services, and those determined by the Branch Chiefs; and,
 - b. All non-essential Navajo Nation government employees, including non-certified Chapter employees, affected by this Executive Order shall be granted *Administrative Leave for the duration of the closure and are expected to refrain from* events, gatherings, or other areas where they may contract the COVID-19 virus; and,
 - c. The closure of Navajo Nation government offices may be extended beyond April 3, 2020 *on the recommendation of the Navajo Department of Health Command Operations Center and the Navajo Department of Emergency Management Operation Center.*

3. The Navajo Nation Board of Education declared an emergency affecting all schools on the Navajo Nation due to the spread of the COVID-19 virus and recommended, among other measures, the closure of all schools and educational facilities on the Navajo Nation to protect our children, their parents, and care givers, NNBEMA-608-2020, as such:
- a. Public Law 100-297 grant schools, Public Law 93-638 contract schools, and Bureau of Education operated schools shall be closed from March 16 to April 3, 2020; and,
 - b. Public schools, including grant schools, private schools, higher education institutions, early childhood programs, including CCDF, Head Start, FACE programs, and all after school programs located on the Navajo Nation shall be closed from March 16 to April 3, 2020; and,
 - c. Off reservation residential halls and dormitories for Navajo students operating under the authority of the Navajo Nation will follow the process and procedure for this host school district; and,
 - d. The Navajo Board of Education may recommend an extension of the closing of the schools and educational facilities beyond April 3, 2020.

The Divisions, Departments and Enterprises are responsible for implementing and ensuring compliance with this order.

The provisions of this order shall be implemented consistent with the laws of the Navajo Nation and in a manner that advances the highest welfare of the People.

EXECUTED this 13th day of March 2020


Jonathan Nez, President
THE NAVAJO NATION


Myron Lizer, Vice-President
THE NAVAJO NATION

ATTEST:


Doreen N. McPaul, Attorney General

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



CEM-20-03-11

RESOLUTION OF THE COMMISSION ON EMERGENCY MANAGEMENT

DECLARING A PUBLIC HEALTH STATE OF EMERGENCY FOR THE NAVAJO NATION DUE TO THE CONFIRMATION OF THE CORONAVIRUS DISEASE ("COVID-19") IN REGIONAL AREAS SURROUNDING THE NAVAJO NATION.

WHEREAS:

1. Pursuant to 2 N.N.C., § 881 the Navajo Nation Council established the Commission on Emergency Management, authorizing it to assess, verify, recommend and declare states of emergency with the concurrence of the President of the Navajo Nation; and
2. Pursuant to 2 N.N.C., § 883 (A) and (C) the Commission is empowered to coordinate immediate emergency and disaster relief services with Navajo Nation and non-tribal entities in conjunction with the Department of Emergency Management to recommend and deploy appropriate resources regarding natural and man-made emergencies; and
3. Pursuant to 2 N.N.C., § 884 (B), (2) the Commission on Emergency Management may seek assistance from federal, state, other tribal governments, and local and private agencies to address emergency and disaster related situations; and
4. The nature of the Coronavirus Disease ("COVID-19") is such that it has spread and increased globally, as indicated by the Centers for Disease Control & Prevention ("CDC"), the World Health Organization ("WHO"), and other public health organizations within the U.S. and regionally; and
5. In the U.S. the number of positive and presumptive positive cases have grown, with the rise in COVID-19 confirmed cases in Arizona, New Mexico, Utah, Colorado; and
6. No confirmed COVID-19 cases have been verified on the Navajo Nation and area Public Health Services are closely monitoring the situation; and
7. The Navajo Nation, in collaboration with various entities such as the U.S. Public Health Services Area Offices (Albuquerque, Navajo, Phoenix), CDC, state departments of health, Navajo Nation 638 Tribal Health Organizations and various other multi-agency groups, have organized an incident command approach to mitigate COVID-19 transmission on the Navajo Nation; and
8. In partial response to addressing the spread of COVID-19 on the Navajo Nation, a Navajo Department of Health ("NDOH") Command Operations Center has been established with an infrastructure to maintain situational awareness, conduct daily communication briefings among NDOH and key collaborative partners and, disseminate information to the public; and


9. The Navajo Department of Emergency Management (NDEM) Emergency Operation Center (EOC) shall be activated to support the Navajo Department of Health Command Center.
10. Locally, it is acknowledged and understood that the threat of transmission of COVID-19 needs to be mitigated to reduce risk of exposure to the Navajo People and the resultant consequential public health impacts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Navajo Nation Commission on Emergency Management hereby declares a Public Health State of Emergency for the Navajo Nation due to the confirmation of the Coronavirus Disease ("COVID-19") in regional areas surrounding the Navajo Nation.
2. To address increased concerns of potential public health impacts due to risk and exposure to the COVID-19, especially to our older population, the Navajo Nation must encourage independent responsibility and action by the Navajo People in practicing recommended preemptive measures to minimize, prevent and reduce risk of exposure to and from the COVID-19.
3. The Navajo Nation population receives timely, consistent and correct information needed on the COVID-19 on preventive measures against contracting and spread of the virus, signs, symptoms and contacting local hospitals and clinics for reporting.
4. In declaring the Public Health State of Emergency, all Navajo Nation Branches, programs, departments will comply with and adhere to directives, instructions, and/or policies forthcoming from the Navajo Department of Health as related to addressing COVID-19.
5. The needs of the Navajo Nation are to be addressed in a manner so as to provide the necessary resources required to address said Declared Public Health State of Emergency. This includes, but not limited to, resources of personnel, medical supplies and equipment, monetary funding, and other resources as may be required to protect the health, safety and welfare of citizens of the Navajo Nation.


CERTIFICATION

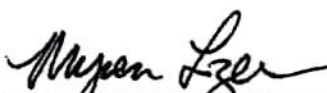
I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Commission on Emergency Management at a duly called meeting at Window Rock, Navajo Nation, Arizona, at which a quorum was present and that same passed by a vote of 4 approved, 0 opposed, and 0 abstained this 11th day of March 2020.


Herman Shorty, Chairperson
Commission on Emergency Management

Motion by: Dicky Bain
Second by: Ben Bennett

CONCURRENCE:


Jonathan Nez, President
THE NAVAJO NATION


Myron Lizer, Vice President
THE NAVAJO NATION



**DEPARTMENT OF DINÉ EDUCATION
THE NAVAJO NATION**

P.O. Box 670 · Window Rock, Arizona 86515
PHONE (928) 871 – 7475 · FAX (928) 871 – 7474



Jonathan Nez
President

Myron Lizer
Vice-President

NNBEMA-608-2020

**RESOLUTION OF THE
NAVAJO NATION BOARD OF EDUCATION**

Relating to Education; Declaration of an Emergency and Recommending the Closure of All Public Law 100-297 Grant Schools, Public Law 93-638 Contract Schools, Bureau of Indian Education-Operated Schools, Higher Education Institutions Operating on the Navajo Nation, All Public Schools (Including Charter Schools) Operating on the Navajo Nation, All Private Schools, All FACE Programs, Early Childhood Programs, Child Care Development Fund (CCDF) Programs, and Navajo Head Start Programs on the Navajo Nation for Three (3) Weeks; Tribally Controlled Residential Halls/Dormitories Shall Follow any Closure Procedures of Their Host School District.

WHEREAS:

1. The Department of Diné Education (hereinafter the “Department”) is the administrative agency within the Navajo Nation with responsibility and authority for implementing and enforcing the educational laws of the Navajo Nation. 2 N.N.C. § 1801 (B); 10 N.N.C. § 107 (A). The Department is under the immediate direction of the Board. 10 N.N.C. § 107 (B).
2. The Navajo Nation Board of Education (hereinafter the “Board”) is the education agent in the Executive Branch for the purposes of overseeing the operation of all schools serving the Navajo Nation. 10 N.N.C. § 106 (A). The Board carries out its duties and responsibilities through the Department of Diné Education. 10 N.N.C. § 106 (G)(3). In addition, “the Board [has the] general power to monitor the activities of all Bureau of Indian Affairs funded schools and local community school boards serving the Navajo Nation...” 10 N.N.C. § 106 (G)(1).
3. The Navajo Nation has substantial authority and broad jurisdiction to regulate all matters within its territorial boundaries pursuant to its inherent sovereignty and Treaty of 1868. This authority and jurisdiction include the ability to oversee and regulate matters regarding state public schools, Public Law 100-297 grant, Public Law 93-638 contract, Bureau of Indian Education-operated schools, high education institutions, and all FACE programs, early childhood education programs, and Navajo Head Start programs located on the Navajo Nation.
4. The Coronavirus disease (“COVID-19”) is a global pandemic infecting substantial numbers of people, and has spread exponentially and increased globally, as indicated by the Centers for Disease

NAVAJO NATION BOARD OF EDUCATION

Priscilla B. Manuelito, **President** · Spencer W. Willie, **Vice President** · Dr. Victoria Yazzie, **Secretary**
Member: Sharon A. Toadecheenie · Marlene Burbank · Dr. Henry Fowler · Andrea K. Thomas
Freda Nells · Joan A. Gray · Emerson John · Dr. Pauletta White
Dr. Anselm Davis, *Acting Superintendent of Schools*

Control ("CDC") and World Health Organization ("WHO") and other public health organizations located within the United States and regionally.

5. At the moment, there are no confirmed or verified COVID-19 cases on the Navajo Nation and area public health services are closely monitoring the situation. The Navajo Nation, in collaboration with various entities such as the U.S. Public Health Service Area Offices (Albuquerque, Navajo, Phoenix), CDC, state departments of health, Navajo Nation 638 tribal health organizations, and other multi-agency groups have organized an incident command approach to mitigate COVID-19 transmission on the Navajo Nation.
6. On March 12, 2020, the New Mexico Public Education Department directed the closure of all New Mexico public and charter schools for three (3) weeks, effective March 16, 2020. On March 10, 2020, the Arizona Department of Education left it up to local school districts and governing boards on whether or not they should close schools. The Utah State Board of Education also has not ordered a state-wide closure of schools and left it up to the Utah Department of Health and local health departments who are empowered to close schools when necessary to protect public health. School districts are recommended to act in accordance with guidance from their corresponding local health departments in making the final decision as to whether conditions require the closure of schools.
7. Some Navajo Nation tribally controlled grant schools have decided to close their schools until further COVID-19 guidance and updates are provided. At the moment, BIE-operated schools have not closed any schools.
8. There are also five (5) Navajo Nation border-town residential halls/dormitories (Winslow Residential Hall, Kinteel Residential Campus, Kinlani Bordertown Dormitory, T'iisyaakin Residential Hall, Richfield Residential Hall) that host students attending public schools in their respective areas.
9. There are several higher education institutions operating on the Navajo Nation and serve substantial numbers of Navajo students. There are several private schools located on the Navajo Nation serving Navajo students.


NOW THEREFORE BE IT RESOLVED THAT:

1. The Navajo Nation Board of Education hereby declares an emergency and recommends the closure of all Public Law 100-297 grant schools, Public Law 93-638 contract schools, Bureau of Indian Education-operated schools, public schools (including charter schools) located on the Navajo Nation, private schools, higher education institutions operating on the Navajo Nation, early childhood programs including CCDF, Head Start, FACE Programs, and all after-school programs located on the Navajo Nation for three (3) weeks, effective March 16, 2020.

2. The Navajo Nation Board of Education further directs that off-residential halls/dormitories operating under the authority and jurisdiction of the Navajo Nation to follow to any closure processes/procedures of their host school district. If the host school district closes their schools, the residential hall/dormitory shall also close as well.
3. The Navajo Nation Board of Education further directs that all higher education institutions operating on the Navajo Nation to use web-based technology, video conferencing, or alternative means of delivering instruction.
4. The Navajo Nation Board of Education hereby recommends and empowers the Superintendent of Schools to take any actions deemed necessary and proper to carry out the purposes of this resolution and directive.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Board of Education of the Navajo Nation at a duly called meeting at Window Rock, Arizona (Navajo Nation) at which a quorum was present, motion by Dr. Pauletta White and seconded by Andrea K. Thomas and that the same was passed by a vote of 7 in favor; 0 opposed; 0 abstained, this 13th day of March 2020.


Priscilla B. Manuelito, President
Navajo Nation Board of Education



PROCLAMATIONS

Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak

Issued on: March 13, 2020



In December 2019, a novel
(new) coronavirus known as
SARS-CoV-2 (“the virus”) was
first detected in Wuhan, Hubei
Province, People’s Republic of
China, causing outbreaks of
the coronavirus disease
COVID-19 that has now spread

globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People's Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal *Government, along with State* and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for

individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation's communities threatens to strain our Nation's healthcare systems. As of March 12, 2020, 1,645 people from 47 States have *been infected with the virus* that causes COVID-19. It is incumbent on hospitals and

medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

Section 1. Emergency

Authority. The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

Sec. 2. Certification and

Notice. In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by *section 1135(d) of the SSA (42 U.S.C. 1320b-5(d))*.

Sec. 3. General Provisions.

(a) Nothing in this proclamation shall be construed to impair or

otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any

other person.

IN WITNESS WHEREOF, I have
hereunto set my hand this
thirteenth day of March, in the
year of our Lord two thousand
twenty, and of the
Independence of the United
States of America the two
hundred and forty-fourth.

DONALD J. TRUMP



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New Mexico schools to temporarily close

Mar 12, 2020 | Press Releases

Governor, education & health officials to address the public Friday morning

SANTA FE – Gov. Michelle Lujan Grisham, the New Mexico Public Education Department and the New Mexico Department of Health on Thursday announced that New Mexico K-12 public schools will close for three weeks beginning Monday, March 16, in response to the ongoing international novel *coronavirus pandemic*. *The closure will begin at the end of the school day tomorrow, Friday, March 13.*

Gov. Lujan Grisham and state officials will be holding a news conference at 10 a.m. on Friday morning to announce additional details.

The press conference will be streamed live at www.facebook.com/GovMLG/.

As of Thursday evening, New Mexico has had six presumptive positive tests for COVID-19.

State Cabinet secretaries' ongoing work of developing telework policies specific to their agencies will not be affected by this decision; state

government services will remain in place at this time.

The governor's office and state officials will send another notice with additional details following the news conference.

"This is a proactive measure to limit the potential community spread of COVID-19," said Education Secretary Ryan Stewart. "We have seen other states take this measure after they have experienced community spread of this virus. New Mexico is going to be proactive and do everything we can to prevent the potential spread of the virus. I have been in communication with all of our superintendents about this proactive step, and we are all going to work together to address this public health challenge."

"We are advising the public of this forthcoming announcement tonight so that parents and students can prepare for this upcoming change and begin to make arrangements," Gov. Lujan Grisham said. "We will be informing the public of additional measures that the state will be taking to ease the burden on families and educators and ensure that children continue to be fed and cared for."

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New Mexico schools to temporarily close

New Mexico announces sixth presumptive positive COVID-19 case

New Mexico announces expanded testing for COVID-19

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December 2018

CONTACT

The Office of Governor Michelle Lujan Grisham is located on the fourth floor of the New Mexico State Capitol in Room 400.

Address:

490 Old Santa Fe Trail Room 400

Santa Fe, NM 87501

Phone: (505) 476-2200

Toll free: (833) 520-0020

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Gary Richard Herbert

EXECUTIVE ORDER

Declaring a State of Emergency Due to Infectious Disease COVID-19 Novel Coronavirus

WHEREAS, On January 21, 2020, the Utah Department of Health activated its Department Operations Center in response to the evolving the global outbreak of novel coronavirus;

WHEREAS, The Utah Department of Health recognizes COVID-19 as a threat to the health and safety of the residents of Utah;

WHEREAS, Although no confirmed cases have been diagnosed in the state, the Utah Department of Health, local health departments, and health and medical partners have activated response plans and protocols to prepare for the likely arrival of the virus in Utah;

WHEREAS, These partners have also worked to identify, contact, and test individuals in the State of Utah who have been potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC);

WHEREAS, Proactively implementing mitigation measures to slow the spread of the virus is in the best interests of the state of Utah and its people;

WHEREAS, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person;

WHEREAS, The CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as "high," and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States;

WHEREAS, On January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning on January 27, 2020;

WHEREAS, As of March 6, 2020, the CDC indicates there are over 100,000 confirmed cases of COVID-19 worldwide, with over 200 of those cases in the United States;

WHEREAS, On February 28, 2020, the State Emergency Operations Center raised its activation level to Level 3 - Elevated Action and the Utah Division of Emergency Management and Department of Health activated a Joint Information System for public information;

WHEREAS, The Utah Department of Public Safety, Division of Emergency Management, State Emergency Operations Center, is coordinating resources across state government to support the Utah Department of Health and local officials in alleviating the impacts to people, property, and infrastructure, and is assessing the magnitude and long-term effects of the incident with the Utah Department of Health;

WHEREAS, The State of Utah has implemented the Utah COVID-19 Community Task Force to coordinate the response to the incident throughout the entire state and among all levels of government;

WHEREAS, the circumstances of this outbreak may exceed the capacity of the services, personnel, equipment, supplies and facilities of any single city, county, or city and county, and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS, these conditions do create a "State of Emergency" within the intent of the Disaster Response and Recovery Act found in Title 53, Chapter 2a of the Utah Code Annotated 1953, as amended:

NOW, THEREFORE, I, Gary R. Herbert, Governor of the State of Utah, declare a "State of Emergency" due to the aforesaid circumstances requiring aid, assistance, and relief available from State resources and hereby order:

The continued execution of the State Emergency Operations Plan;

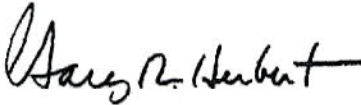
Assistance from State government to political subdivisions as needed and coordinated by the Utah Department of Health, the Utah Department of Public Safety, and other state agencies as necessary;

The continued dissemination of timely and accurate information by state agencies to the public that will slow the spread of COVID-19, prevent unnecessary confusion and alarm, and mitigate impacts to the economy;

The continued outreach and assistance to the populations most vulnerable to COVID-19; and

Coordination with local authorities and the private sector to maximize access to appropriate medical care while preserving critical services for those most in need.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Utah. Done in Salt Lake City, Utah, on this, the 6th day of March, 2020.



Gary R. Herbert
Governor, State of Utah



ATTEST:
Spencer J. Cox
Lieutenant Governor, State of Utah

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA
★
EXECUTIVE ORDER

Executive Order 2020-07

Proactive Measures to Protect Against COVID-19

WHEREAS, on January 31, 2020, Secretary Alex Azar of the United States Department of Health and Human Services, declared a public health emergency to address the 2019 novel coronavirus (COVID-19); and

WHEREAS, on March 11, 2020, I, as Governor of the State of Arizona, issued a declaration of Public Health Emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19; and

WHEREAS, as of March 11, 2020, there have been 9 diagnosed cases of COVID-19 in Arizona including cases of community spread, and it is likely that there will continue to be additional cases diagnosed; and

WHEREAS, COVID-19 is contagious and can be fatal; and

WHEREAS, the elderly population and those with serious underlying health conditions are most at risk from COVID-19; and

WHEREAS, it is important to institute enhanced protections at facilities that treat and house populations most at risk if they contract COVID-19; and

WHEREAS, it is necessary that all Arizonans who need to be tested for COVID-19 have access to testing that is covered by their healthcare insurance and that both providers and consumers are not subject to price gouging as it relates to COVID-19 diagnosis and treatment related services; and

WHEREAS, visits by telemedicine can reduce the spread of disease by allowing potentially contagious patients to see a doctor without visiting an office, clinic, urgent care center or hospital where other individuals could be exposed.

NOW THEREFORE I, Douglas A. Ducey, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and laws of this state hereby order as follows:

1. The Department of Health Services shall issue emergency rules for skilled nursing facilities, intermediate care facilities and assisted living facilities to implement visitor policies designed to prevent the spread of COVID-19 including:

- a. Instituting policies to require screening and triage before entry by staff, visitors, vendors, and contractors;
- b. Establishing disinfectant schedules for frequently touched surfaces; and
- c. Establishing policies of distancing patients who exhibit symptoms of COVID-19 from other patients in common areas.

2. The Department of Health Services in conjunction with the Department of Insurance shall require that all insurers regulated by the State cover COVID-19 diagnostic testing from all qualified laboratories without regard to whether the laboratory is in-network.

3. The Department of Health Services in conjunction with the Department of Insurance shall require that all insurers regulated by the State waive all cost-sharing requirements for consumers related to COVID-19 diagnostic testing.

4. The Department of Health Services in conjunction with the Department of Insurance shall require that all insurers regulated by the State cover telemedicine visits at a lower cost-sharing point for consumers than the same in-office service to encourage utilization of telemedicine for the duration of the state's public health emergency.

5. The Department of Health Services and all Arizona health regulatory boards shall prohibit, investigate, and take action against any licensed health professional or healthcare institution that engages in price gouging in relation to COVID-19 diagnosis and treatment-related services. In this context, price gouging is defined as the provider or institution charging a grossly higher price than that which was charged before the onset of the emergency.

6. The Attorney General shall investigate and vigorously prosecute complaints of consumer fraud in relation to COVID-19 diagnosis and treatment-related services under the consumer protection laws.

7. This executive order shall expire upon the termination of the Declaration of Public Health Emergency related to COVID-19 and dated March 11, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

ATTEST:



GOVERNOR



DONE at the Capitol in Phoenix on this 11th day of March in the Year Two Thousand Twenty and of the Independence of the United States of America the Year Two Hundred and Forty-Fourth.

ATTEST:



Secretary of State

DECLARATION OF EMERGENCY

****COVID-19****

WHEREAS, the World Health Organization declared a Public Health Emergency of International Concern on January 30, 2020, the United States Department of Health and Human Services declared a Public Health Emergency related to the COVID-19 outbreak on January 31, 2020, and the World Health Organization officially declared a pandemic due to COVID-19 on March 11, 2020; and

WHEREAS, globally there are 124,908 total confirmed cases and 4,591 total deaths to-date related to COVID-19, and the situation is rapidly evolving with person-to-person transmission and continued community transmission; and

WHEREAS, COVID-19 was first discovered in Wuhan, China, and is known to cause respiratory illness, which can result in severe disease complications and death; and

WHEREAS, Arizona is proactively leading on the COVID-19 response in the United States, as the third of 39 states that have confirmed cases of COVID-19; and

WHEREAS, the Arizona Department of Health Services and local public health departments have identified 9 cases of COVID-19, including cases spreading in the community, and have additional patients under investigation linked to the global outbreak; and

WHEREAS, COVID-19 poses a serious public health threat for infectious disease spread to Arizona residents and visitors if proper precautions recommended by public health are not followed; and

WHEREAS, the Arizona Department of Health Services in partnership with the Centers for Disease Control and Prevention (CDC) and local public health departments have implemented disease surveillance and testing for confirmed COVID-19 case(s) and patients under investigation; and

WHEREAS, in Arizona, public health and health care systems have identified precautions and interventions that can mitigate the spread of COVID-19; and

WHEREAS, the Arizona Department of Health Services requires a more robust and integrated response to successfully combat the COVID-19 outbreak; and

WHEREAS, the Governor and the Director of the Arizona Department of Health Services have reasonable cause to believe the spread of COVID-19 can lead to severe respiratory illness, disease complications, and death for Arizona residents, particularly those with underlying medical conditions or the elderly; and

WHEREAS, it is necessary and appropriate to take action to ensure the spread of COVID-19 is controlled and that the residents of Arizona remain safe and healthy; and

WHEREAS, the Governor is authorized to declare an emergency pursuant to A.R.S. § 26-303(D) and in accordance with A.R.S. § 26-301(15).

WHEREAS, pursuant to A.R.S. § 26-307(A), a state agency, when designated by the Governor, may make, amend and rescind orders, rules and regulations necessary for emergency functions;

WHEREAS, pursuant to A.R.S. § 36-787(A), during a state of emergency declared by the Governor as a result of an occurrence or imminent threat of illness or health condition caused by an epidemic that poses a substantial risk of a significant number of human fatalities or incidents of permanent or long-term disability, the Arizona Department of Health Services shall coordinate all matters pertaining to the public health emergency response of the State; and

WHEREAS, pursuant to A.R.S. § 36-787(B) and (C), during a state of emergency declared by the Governor, the Governor, in consultation with the Director of the Arizona Department of Health Services, may issue orders pertaining to the public health emergency response of the State; and

WHEREAS, pursuant A.R.S. §§ 36-788 and 36-789, during a state of emergency declared by the Governor, the Arizona Department of Health Services, to protect the public health, may establish and maintain places of isolation and quarantine and require the isolation or quarantine of any person who has contracted or been exposed to a highly contagious and fatal disease;

WHEREAS, the Legislature has authorized the expenditure of funds in an event of an emergency pursuant to A.R.S. § 35-192; and

WHEREAS, Executive Order 2017-06 establishes the Arizona Emergency Response and Recovery Plan to assist in responding to emergencies including public health emergencies; and

NOW, THEREFORE I, Douglas A. Ducey, Governor of the State of Arizona, by virtue of the *authority vested in me by the Constitution and Laws of the State*, do hereby determine that the *COVID-19* outbreak presents conditions in Arizona, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city or town, and which require the combined efforts of the State and the political subdivision, and thus justifies a declaration of a State of Emergency; accordingly, pursuant to A.R.S. §§ 26-303(D) and 36-787, I do hereby:

- a. Declare that a State of Emergency exists in Arizona due to the *COVID-19* outbreak, effective March 11, 2020; and
- b. Direct that the State of Arizona Emergency Response and Recovery Plan be used, and the Division of Emergency Management to be engaged, as necessary or requested, to assist the Arizona Department of Health Services' coordination of the public health emergency response and authorize the use of state assets as necessary; and

- c. Authorize the Director of the Arizona Department of Health Services to coordinate all matters pertaining to the public health emergency response of the State in accordance with A.R.S. Title 36, Chapter 6, Article 9;

This Emergency Declaration will be eligible for termination upon the resolution of the outbreak as determined by the Arizona Department of Health Services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

ATTEST:



GOVERNOR

DONE at the Capitol in Phoenix on this 11th day of March in the Year Two Thousand Twenty and of the Independence of the United States of America the Year Two Hundred and Forty-Fourth.

ATTEST:



Secretary of State



ATTACHMENT C

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



March 13, 2020

Quincy Natay, Chairman
Navajo Nation Gaming Enterprise
PO Box 22220
Flagstaff, AZ 86001

Brian D. Parrish, Chief Executive Officer
Navajo Nation Gaming Enterprise
PO Box 22220
Flagstaff, AZ 86001

Dear Chairman Natay, and Chief Executive Officer Mr. Parrish,

Based on the continuing global and national spread of the COVID-19 virus, we advise the Navajo Nation Gaming Enterprise to close casino facilities in New Mexico and Arizona, and to keep essential employees on regular duty to ensure the continued necessary operations and security of Navajo gaming and gaming facilities.

We do not make this advisement lightly. We understand the economic impacts, however, the health and well-being of the Navajo Nation and its citizens, especially our Navajo elders, is paramount. Furthermore, the health of our Navajo gaming employees and the health of their families is critically important.

As you may be aware, we have taken the extraordinary steps to protect the health and well-being of the Navajo Nation with this Wednesday's declaration of public health emergency, travel restrictions, and self-monitoring for Navajo people who are returning from COVID-19 hotspots. Our advisement is in alignment with the actions we have taken to protect all people from the potential spread of the COVID-19 virus.

If you have any questions or if I can provide additional information, please feel free to contact us at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Nez".

Jonathan Nez, President
THE NAVAJO NATION

A handwritten signature in black ink, appearing to read "Myron Lizer".

Myron Lizer, Vice President
THE NAVAJO NATION

ATTACHMENT D

RESOLUTION OF THE
NAVAJO NATION GAMING ENTERPRISE BOARD OF DIRECTORS

APPROVING THE TEMPORARY CLOSURE TO THE GENERAL PUBLIC OF THE NAVAJO CASINO FACILITIES (FIRE ROCK NAVAJO CASINO, FLOWING WATER NAVAJO CASINO, NORTHERN EDGE NAVAJO CASINO AND TWIN ARROWS NAVAJO CASINO RESORT) FOR A THREE-WEEK PERIOD BEGINNING MARCH 17, 2020 NOON AND ENDING APRIL 6, 2020 FOR THE HEALTH, SAFETY AND WELFARE OF EMPLOYEES AND GUESTS, AND DIRECTING THE INTERIM CHIEF EXECUTIVE OFFICER TO PROVIDE AND IMPLEMENT A CLOSURE AND REOPENING PLAN AND TO PROVIDE PERIODIC UPDATES TO THE BOARD OF DIRECTORS

WHEREAS, the Navajo Nation Gaming Enterprise ("Enterprise") is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise (5 N.N.C. §1707); and

WHEREAS, the Enterprise Board of Directors ("Board") exclusively oversees the business and affairs of the Enterprise, and is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise and for periodically reviewing and evaluating management results. (5 N.N.C. §1707); and

WHEREAS, the Enterprise Chief Executive Officer ("CEO") shall exercise his best judgment to determine the manner by which general policies set forth by the Board are to be implemented, effectuated, and to organize the operation of the Enterprise into business units (casino facilities, etc.) each with its own specific duties and responsibilities (5 N.N.C. §1707); and

WHEREAS, the Enterprise is concerned about the continuing and growing national and international transmission of the COVID-19 virus, and the threat of its impact upon the health, safety and welfare of Enterprise employees and guests; and

WHEREAS, the Interim CEO and Enterprise management developed the details of a proposed two-week closure plan for the Navajo casino facilities, which includes the recommendation for two-weeks of administrative leave with pay for all active employees; and

WHEREAS, Honorable Navajo Nation President Jonathan Nez attended the March 16, 2020 Enterprise Special Board meeting and requested a three-week closure as soon as possible to coincide with the Navajo Nation Executive Order and the Navajo Nation timeline for closure and, in exchange, President Nez agreed to support and send a letter to applicable Navajo Nation officials and entities supporting a one-year waiver of debt service of the Navajo Nation amended gaming loan agreement, and amendments to the Navajo Tribal Utility Authority loans; and

WHEREAS, consistent with the request of Honorable Navajo Nation President Johnathan Nez, the Board finds that it is in the best interest of the Enterprise and the Navajo Nation to temporarily close the Navajo gaming facilities to the public for a three-week period for the health, safety and welfare of its employees and guests.

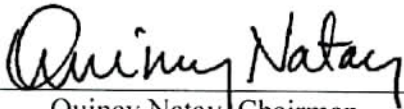
NOW THEREFORE BE IT RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby approves the temporary closure to the public of the casino facilities (Fire Rock Navajo Casino, Flowing Water Navajo Casino, Northern Edge Navajo Casino and Twin Arrows Navajo Casino Resort) for a three-week period beginning March 17, 2020 noon and ending April 6, 2020 for the health, safety and welfare of its employees and guests; and approves three-weeks of administrative leave with pay for all active employees.

NOW THEREFORE BE IT FURTHER RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby directs the Interim Chief Executive Officer to provide and implement a casino facility closure and reopening plan, to include administrative leave with pay for all active employees, and to provide periodic updates to the Board of Directors.

NOW THEREFORE BE IT FINALLY RESOLVED, Navajo Nation Gaming Enterprise Board of Directors hereby authorizes a continued review of the eventual re-opening of the Navajo casino facilities in coordination with the Navajo Nation.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Gaming Enterprise Board of Directors, at a duly called meeting, at which a quorum was present, and the same was passed by a vote of 8 in favor, 0 opposed and 0 abstained, this 16th day of March 2020.



Quincy Natay, Chairman
Navajo Nation Gaming Enterprise
Board of Directors

Motion: Herbert Clah, Jr.
Second: Affie Ellis

ATTACHMENT E



EXECUTIVE ORDER NO. 002-20

**EXTENDING THE DECLARATION OF A STATE OF EMERGENCY DUE TO
THE COVID-19 VIRUS ON THE NAVAJO NATION, EXTENDING THE
CLOSURE OF NAVAJO NATION GOVERNMENT OFFICES AND RELATED
ENTITIES**

**NAVAJO NATION OFFICE OF THE PRESIDENT AND VICE PRESIDENT
MARCH 31, 2020**

WHEREAS:

1. The President of the Navajo Nation serves as the Chief Executive Officer for the Executive Branch of the Navajo Nation government with full authority to conduct, supervise, and coordinate personnel and program matters. 2.N.N.C. §1005 (A);
2. The President shall have the power to issue an executive order for the purpose of interpreting, implementing or giving administrative effect to statutes of the Navajo Nation in the manner set forth in such statutes. 2.N.N.C. §1005 (C)(14);
3. With the concurrence of the President of the Navajo Nation, the Emergency Management Commission shall have the power to declare a state of emergency affecting the Navajo Nation and to obtain, coordinate and oversee assistance, whether in the form of goods, services, equipment, motor vehicles, or personnel, from all Divisions, Departments and Enterprises of the Navajo Nation for use in addressing the requirements of the People in any declared emergency. 2 N.N.C. § 884(B)(1)(3);
4. The Emergency Management Commission declared an emergency due to the confirmation of the coronavirus disease (COVID-19) in regional areas surrounding the Navajo Nation. 2 N.N.C. § 884(B)(1), *See* Emergency Management Commission resolution CEM 20-03-11;
5. An Executive Order shall have the force of law upon the recipient. 2 N.N.C. § 1005(C)(14).

THEREFORE:

I, Jonathan Nez, President of the Navajo Nation and I, Myron Lizer, Vice President of the Navajo Nation, by the authority vested in us, hereby issue the following order:

1. With the Declaration of a State of Emergency by the Emergency Management Commission, CEM-20-03-11, and Public Health Emergency Orders No. 2020-003 and

No. 2020-004, the public health state of emergency affecting the Navajo Nation citizens and residents due to confirmation of the spread of the COVID-19 virus in and surrounding the Navajo Nation is extended, as such:

- a. The Navajo Nation Health Command Operations Center shall be staffed throughout the emergency condition under the direction of David Nez, Health Command Center Manager with support from Director, Dr. Jill Jim, Navajo Department of Health; and,
 - b. The Navajo Department of Emergency Management Emergency Operation Center shall be activated to support the Navajo Health Command Operations Center; and,
 - c. All Navajo Nation Branches, Divisions, Departments, programs, offices, non-certified Chapters, Enterprises, and Navajo casinos shall comply with and adhere to directives, instructions, and/or policies coming from the Navajo Health Command Operations Center as related to addressing COVID-19.
2. The Navajo Nation previously issued travel restrictions due to the COVID-19 virus which restricted or canceled all off-reservation travel and directed all Navajo Nation employees to return from current off-reservation travel; however, the COVID-19 virus continues to spread throughout the Navajo Nation. The action of the Navajo Nation and surrounding States, restricting large gatherings and closure of government offices, has had effect on the spread of the COVID-19, as such:
- a. All Navajo Nation government offices shall remain closed to minimize the spread of the COVID-19 virus. This closure shall extend from April 3, 2020 to April 26, 2020 and only Essential Personnel, as determined by the respective Division Director, shall report to their respective duty stations, including, but not limited to, Navajo Public Safety, Navajo Fire Department, Navajo Emergency Medical Services, Department of Emergency Management, Navajo Division of Natural Resources, Navajo Division of Finance, Navajo Division of Social Services, Navajo Division of Human Services, Department of Diné Education, and those determined by the Branch Chiefs; and,
 - b. All Non-Essential Navajo Nation government employees, including non-governance certified Chapter employees, affected by this Executive Order shall be granted Administrative Leave for the duration of the closure and are expected to refrain from events, gatherings, or other areas where they may contract the COVID-19 virus, and to observe and follow all Public Health Emergency Orders; and,
 - c. The closure of Navajo Nation government offices may be extended beyond April 26, 2020 on the recommendation of the Navajo Health Command Operations Center and the Navajo Department of Emergency Management Operation Center.
3. All Navajo Nation Divisions, Departments, Programs, Offices, non-governance certified Chapters, Enterprises, and Navajo casinos shall follow the direction of the

Public Health Emergency Orders requiring all Navajo citizens to limit their movement which means staying at home and leaving for Essential Activities only; and comply with the curfew hours by staying home between the hours of 8:00 P.M. and 5:00 A.M. MDST.

4. The Navajo Nation Board of Education declared an emergency affecting all schools on the Navajo Nation due to the spread of the COVID-19 virus and recommended, among other measures, the closure of all schools and educational facilities on the Navajo Nation to protect our children, their parents, and care givers, NNBEMA-608-2020; in addition, the States of Arizona (H.B. 2910), New Mexico (Executive Order 2020-12), and Utah issued statewide school closure for the remainder of the 2020 school year that affect the Navajo Nation, as such:

We strongly recommend and urge the Navajo Board of Education to extend the closing of the schools and educational facilities for the remainder of this school year which shall include:

- a. Public Law 100-297 grant schools, Public Law 93-638 contract schools, and Bureau of Education operated schools be closed for the remainder of the 2020 school year; and,
- b. Public schools, including grant schools, private schools, higher education institutions, early childhood programs, including CCDF, Head Start, FACE programs, and all after school programs located on the Navajo Nation be closed for the remainder of the 2020 school year; and,
- c. Off reservation residential halls and dormitories for Navajo students operating under the authority of the Navajo Nation will follow the process and procedure for this host school district.

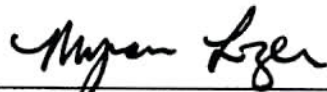
The Navajo Nation Divisions, Departments, Programs, Offices, non-governance certified Chapters, Enterprises, and Navajo casinos are responsible for implementing and ensuring compliance with this order.

The provisions of this order shall be implemented consistent with the laws of the Navajo Nation and in a manner that advances the highest welfare of the People.

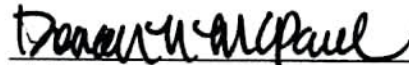
EXECUTED this 31st day of March 2020



Jonathan Nez, *President*
THE NAVAJO NATION



Myron Lizer, *Vice-President*
THE NAVAJO NATION

ATTEST: 
Doreen N. McPaul, *Attorney General*
Navajo Nation Department of Justice

ATTACHMENT F

RESOLUTION OF THE
NAVAJO NATION GAMING ENTERPRISE BOARD OF DIRECTORS

APPROVING AN EXTENSION OF THE TEMPORARY CLOSURE TO THE GENERAL PUBLIC OF THE NAVAJO CASINO FACILITIES (FIRE ROCK NAVAJO CASINO, FLOWING WATER NAVAJO CASINO, NORTHERN EDGE NAVAJO CASINO AND TWIN ARROWS NAVAJO CASINO RESORT) FOR ANOTHER THREE-WEEK PERIOD BEGINNING APRIL 7, 2020 AND ENDING APRIL 30, 2020 FOR THE HEALTH, SAFETY AND WELFARE OF EMPLOYEES AND GUESTS

WHEREAS, the Navajo Nation Gaming Enterprise ("Enterprise") is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise (5 N.N.C. §1707); and

WHEREAS, the Enterprise Board of Directors ("Board") exclusively oversees the business and affairs of the Enterprise, and is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise and for periodically reviewing and evaluating management results. (5 N.N.C. §1707); and

WHEREAS, the Enterprise Chief Executive Officer ("CEO") shall exercise his best judgment to determine the manner by which general policies set forth by the Board are to be implemented, effectuated, and to organize the operation of the Enterprise into business units (casino facilities, etc.) each with its own specific duties and responsibilities (5 N.N.C. §1707); and

WHEREAS, the Enterprise is concerned about the continuing and growing national and international transmission of the COVID-19 virus, and the threat of its impact upon the health, safety and welfare of Enterprise employees and guests; and

WHEREAS, the Board by Resolution NNGEMAR-001-20 approved a three-week closure and administrative leave with pay for all active employees of the Navajo Nation Gaming Enterprise for the health, safety and welfare of the employees from March 17, 2020 and ending April 6, 2020; and

WHEREAS, Honorable Navajo Nation Vice-President Myron Lizer attended the March 31, 2020 Enterprise Special Board meeting and supported another three-week closure; and

WHEREAS, the Board finds that it is in the best interest of the Enterprise and the general public to approve an extension of temporary closure and administrative leave with pay for all active employees from April 7, 2020 through April 30, 2020;

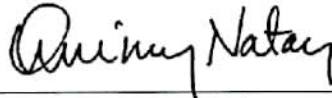
NOW THEREFORE BE IT RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby approves the extended closure to the public of the casino facilities (Fire Rock Navajo Casino, Flowing Water Navajo Casino, Northern Edge Navajo Casino and Twin Arrows Navajo Casino Resort) for a three-week period from April 7, 2020 and ending April 30, 2020 for the health, safety and welfare of its employees and guests; and

NOW THEREFORE BE IT FURTHER RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby approves an extension of three weeks of administrative leave with pay for all active employees of the Navajo Nation Gaming Enterprise for the health, safety and welfare of the employees beginning April 7, 2020 and ending April 30, 2020; and

NOW THEREFORE BE IT FINALLY RESOLVED, Navajo Nation Gaming Enterprise Board of Directors hereby authorizes a continued review of the eventual re-opening of the Navajo casino facilities in coordination with the Navajo Nation.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Gaming Enterprise Board of Directors, at a duly called meeting, at which a quorum was present, and the same was passed by a vote of 8 in favor, 0 opposed and 0 abstained, this 31st day of March 2020.



Quincy Natay, Chairman
Navajo Nation Gaming Enterprise
Board of Directors

Motion: Robert Winter
Second: Herbert Clah, Jr.



EXHIBIT 2
NNICAP-07-20

P.O. Box 1700
Church Rock, NM 87311

P (505) 905.7100
F (928) 213.5793

NavajoGaming.com

April 10, 2020

Sent via First-Class and Electronic Mail To:

Jonathan Nez, President
Navajo Nation
P.O. Box 7440
Window Rock, AZ 86515
jonathannez@navajo-nsn.gov

Pearline Kirk, Controller
Navajo Nation
PO Box 3150
Window Rock, AZ 86515
pkirk@nnooc.org

RE: Notice of Potential Material Adverse Effect

Dear President Nez and Controller Kirk:

This letter constitutes notice, pursuant to Section 7.1(g) the Second Amended, Restated and Consolidated Loan Agreement ("Senior Loan Agreement"), between the Navajo Nation Gaming Enterprise ("NNGE") and the Navajo Nation effective as of December 1, 2017, and Section 7.1(f) of the Sihasin Travel Center Project ("Sihasin Loan Agreement") dated as of May 23, 2018 between the NNGE and the Navajo Nation. The Senior Loan Agreement and the Sihasin Loan Agreement are collectively referred to as the "Loan Agreements."

The Loan Agreements require NNGE to deliver notice of any "event or circumstance occurs or exists that could constitute a Material Adverse Effect, in each case a written notice describing the pertinent facts relating thereto and what action the Borrower is taking or proposes to take with respect thereto." See Section 7.1(g)(v) of the Senior Loan Agreement and Section 7.1(f)(v) of the Sihasin Loan Agreement. Per these terms, NNGE hereby provides notice to Lender of the temporary closure of Navajo Nation Gaming Enterprise facilities as of March 17, 2020, until at least April 30, 2020, in connection to the efforts of the Navajo Nation to slow the spread of the Coronavirus or COVID-19.

The temporary closure of NNGE's facilities was an action by the NNGE Board of Directors in response to requests by the Navajo Nation to close its facilities given the current public health state of emergency regarding COVID-19. See attachments.

Throughout the closure period, NNGE is not generating revenues and is having to use strategic cash set asides to cover fixed operating expenses (which includes administrative leave with pay for all employees) and debt service. Based on NNGE's current projections, this closure and the broader economic impacts to the regional markets has created a negative material impact that will impair NNGE's operations, financial



condition, and ability to fulfill its obligations under the Loan Agreements. NNGE will need access to current restricted cash reserves set aside for the 2019 Gaming Distribution Fund and the Fire Rock Permanent Facility. In addition, to protect the Northern Arizona market and the Navajo Nation's investment in Twin Arrows, NNGE will be requesting debt relief to ensure sufficient funds are available for defensive development.

Please feel free to contact me if you wish to discuss further details regarding the circumstances of this notice.

Sincerely,

Brian D. Parrish
Interim Chief Executive Officer
Navajo Nation Gaming Enterprise

CC: Myron Lizer, Vice President, Navajo Nation
Quincy Natay, Chairperson, NNGE
Ray Etcitty, General Counsel, NNGE
Christine McLain, Executive Director of Finance, NNGE
Adam Parker, Director of Financial Planning & Analysis, NNGE

Exhibit A
Navajo Nation Commission on Emergency Management Declaration

Exhibit B
March 13, 2020 Navajo Nation OPVP Executive Order No. 001-20

Exhibit C
March 13, 2020 Letter from Navajo Nation OPVP to NNGE

Exhibit D
March 16, 2020 NNGE Board Resolution NNGEMAR-001-20

Exhibit E
March 31, 2020 Navajo Nation OPVP Executive Order No. 002-20

Exhibit F
March 16, 2020 NNGE Board Resolution NNGEMAR-002-20

ATTACHMENT A

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



CEM-20-03-11

RESOLUTION OF THE COMMISSION ON EMERGENCY MANAGEMENT

DECLARING A PUBLIC HEALTH STATE OF EMERGENCY FOR THE NAVAJO NATION DUE TO THE CONFIRMATION OF THE CORONAVIRUS DISEASE ("COVID-19") IN REGIONAL AREAS SURROUNDING THE NAVAJO NATION.

WHEREAS:

1. Pursuant to 2 N.N.C., § 881 the Navajo Nation Council established the Commission on Emergency Management, authorizing it to assess, verify, recommend and declare states of emergency with the concurrence of the President of the Navajo Nation; and
2. Pursuant to 2 N.N.C., § 883 (A) and (C) the Commission is empowered to coordinate immediate emergency and disaster relief services with Navajo Nation and non-tribal entities in conjunction with the Department of Emergency Management to recommend and deploy appropriate resources regarding natural and man-made emergencies; and
3. Pursuant to 2 N.N.C., § 884 (B), (2) the Commission on Emergency Management may seek assistance from federal, state, other tribal governments, and local and private agencies to address emergency and disaster related situations; and
4. The nature of the Coronavirus Disease ("COVID-19") is such that it has spread and increased globally, as indicated by the Centers for Disease Control & Prevention ("CDC"), the World Health Organization ("WHO"), and other public health organizations within the U.S. and regionally; and
5. In the U.S. the number of positive and presumptive positive cases have grown, with the rise in COVID-19 confirmed cases in Arizona, New Mexico, Utah, Colorado; and
6. No confirmed COVID-19 cases have been verified on the Navajo Nation and area Public Health Services are closely monitoring the situation; and
7. The Navajo Nation, in collaboration with various entities such as the U.S. Public Health Services Area Offices (Albuquerque, Navajo, Phoenix), CDC, state departments of health, Navajo Nation 638 Tribal Health Organizations and various other multi-agency groups, have organized an incident command approach to mitigate COVID-19 transmission on the Navajo Nation; and
8. In partial response to addressing the spread of COVID-19 on the Navajo Nation, a Navajo Department of Health ("NDOH") Command Operations Center has been established with an infrastructure to maintain situational awareness, conduct daily communication briefings among NDOH and key collaborative partners and, disseminate information to the public; and

9. The Navajo Department of Emergency Management (NDEM) Emergency Operation Center (EOC) shall be activated to support the Navajo Department of Health Command Center.
10. Locally, it is acknowledged and understood that the threat of transmission of COVID-19 needs to be mitigated to reduce risk of exposure to the Navajo People and the resultant consequential public health impacts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Navajo Nation Commission on Emergency Management hereby declares a Public Health State of Emergency for the Navajo Nation due to the confirmation of the Coronavirus Disease ("COVID-19") in regional areas surrounding the Navajo Nation.
2. To address increased concerns of potential public health impacts due to risk and exposure to the COVID-19, especially to our older population, the Navajo Nation must encourage independent responsibility and action by the Navajo People in practicing recommended preemptive measures to minimize, prevent and reduce risk of exposure to and from the COVID-19.
3. The Navajo Nation population receives timely, consistent and correct information needed on the COVID-19 on preventive measures against contracting and spread of the virus, signs, symptoms and contacting local hospitals and clinics for reporting.
4. In declaring the Public Health State of Emergency, all Navajo Nation Branches, programs, departments will comply with and adhere to directives, instructions, and/or policies forthcoming from the Navajo Department of Health as related to addressing COVID-19.
5. The needs of the Navajo Nation are to be addressed in a manner so as to provide the necessary resources required to address said Declared Public Health State of Emergency. This includes, but not limited to, resources of personnel, medical supplies and equipment, monetary funding, and other resources as may be required to protect the health, safety and welfare of citizens of the Navajo Nation.

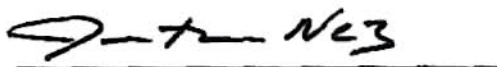
CERTIFICATION

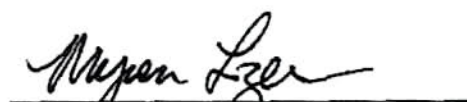
I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Commission on Emergency Management at a duly called meeting at Window Rock, Navajo Nation, Arizona, at which a quorum was present and that same passed by a vote of 4 approved, 0 opposed, and 0 abstained this 11th day of March 2020.


Herman Shorty, Chairperson
Commission on Emergency Management

Motion by: Dicky Bain
Second by: Ben Bennett

CONCURRENCE:


Jonathan Nez, President
THE NAVAJO NATION


Myron Lizer, Vice President
THE NAVAJO NATION

ATTACHMENT B



EXECUTIVE ORDER NO. 001-20

**DECLARING A STATE OF EMERGENCY DUE TO THE CONFIRMATION OF
THE COVID-19 VIRUS IN REGIONAL AREAS SURROUNDING THE NAVAJO
NATION, CLOSING THE NAVAJO NATION GOVERNMENT OFFICES, AND
SUPPORTING THE CLOSURE OF ALL SCHOOLS AND EDUCATIONAL
FACILITIES ON THE NAVAJO NATION**

**NAVAJO NATION OFFICE OF THE PRESIDENT AND VICE PRESIDENT
MARCH 13, 2020**

WHEREAS:

1. The President of the Navajo Nation serves as the Chief Executive Officer for the Executive Branch of the Navajo Nation government with full authority to conduct, supervise, and coordinate personnel and program matters. 2.N.N.C. §1005 (A);
2. The President shall have the enumerated power of issuing an executive order for the purpose of interpreting, implementing or giving administrative effect to statutes of the Navajo Nation in the manner set forth in such statutes. 2.N.N.C. §1005 (C)(14);
3. With the concurrence of the President of the Navajo Nation, the Emergency Management Commission shall have the power to declare a state of emergency affecting the Navajo Nation and to obtain, coordinate and oversee assistance, whether in the form of goods, services, equipment, motor vehicles, or personnel, from all Divisions, Departments and Enterprises of the Navajo Nation for use in addressing the requirements of the People in any declared emergency. 2 N.N.C. § 884(B)(1)(3);
4. The Emergency Management Commission declared an emergency due to the confirmation of the coronavirus disease (COVID-19) in regional areas surrounding the Navajo Nation. 2 N.N.C. § 884(B)(1), *See* Emergency Management Commission resolution CEM 20-03-11;
5. An Executive Order shall have the force of law upon the recipient. 2 N.N.C. § 1005(C)(14).

THEREFORE:

I, Jonathan Nez, President of the Navajo Nation and I, Myron Lizer, Vice President of the Navajo Nation, by the authority vested in us, hereby issue the following order:

1. With the support of the Emergency Management Commission, CEM-20-03-11, a public health state of emergency is declared affecting the Navajo Nation citizens and residents due to confirmation of the spread of the COVID-19 virus in every state surrounding the Navajo Nation, *see* White House Proclamation, NM Governor Lujan Grisham statement, Utah Governor Herbert Executive Order, Arizona Governor Ducey Executive Order and Declaration of Emergency, as such:
 - a. The Navajo Department of Health Command Operations Center shall be staffed throughout the emergency condition under the direction of the Director, Dr. Jill Jim, Navajo Department of Health; and,
 - b. The Navajo Department of Emergency Management Emergency Operation Center shall be activated to support the Navajo Department of Health Command Center; and,
 - c. All Navajo Nation Branches, Divisions, Departments, programs, offices, and Enterprises shall comply with and adhere to directives, instructions, and/or policies coming from the Navajo Department of Health as related to addressing COVID-19.
 2. The Navajo Nation has issued travel restrictions due to the COVID-19 virus which restricted or canceled all off-reservation travel and directed all Navajo Nation employees to return from current off-reservation travel; however, the action of surrounding States by restricting large gatherings and closure of government offices has heightened the concern of the spread of the COVID-19, as such:
 - a. All Navajo Nation government offices shall close to minimize the spread of the COVID-19 virus beginning March 16 to April 3, 2020 and only essential personnel as determined by the Division Director shall report to their respective duty stations – including Navajo Public Safety, Navajo Fire Department, Navajo Emergency Medical Services, Department of Emergency Management, Navajo Division of Finance, Navajo Division of Social Services, and those determined by the Branch Chiefs; and,
 - b. All non-essential Navajo Nation government employees, including non-certified Chapter employees, affected by this Executive Order shall be granted *Administrative Leave for the duration of the closure and are expected to refrain from* events, gatherings, or other areas where they may contract the COVID-19 virus; and,
 - c. The closure of Navajo Nation government offices may be extended beyond April 3, 2020 *on the recommendation of the Navajo Department of Health Command Operations Center and the Navajo Department of Emergency Management Operation Center.*
-

3. The Navajo Nation Board of Education declared an emergency affecting all schools on the Navajo Nation due to the spread of the COVID-19 virus and recommended, among other measures, the closure of all schools and educational facilities on the Navajo Nation to protect our children, their parents, and care givers, NNBEMA-608-2020, as such:
- a. Public Law 100-297 grant schools, Public Law 93-638 contract schools, and Bureau of Education operated schools shall be closed from March 16 to April 3, 2020; and,
 - b. Public schools, including grant schools, private schools, higher education institutions, early childhood programs, including CCDF, Head Start, FACE programs, and all after school programs located on the Navajo Nation shall be closed from March 16 to April 3, 2020; and,
 - c. Off reservation residential halls and dormitories for Navajo students operating under the authority of the Navajo Nation will follow the process and procedure for this host school district; and,
 - d. The Navajo Board of Education may recommend an extension of the closing of the schools and educational facilities beyond April 3, 2020.

The Divisions, Departments and Enterprises are responsible for implementing and ensuring compliance with this order.

The provisions of this order shall be implemented consistent with the laws of the Navajo Nation and in a manner that advances the highest welfare of the People.

EXECUTED this 13th day of March 2020


Jonathan Nez, President
THE NAVAJO NATION


Myron Lizer, Vice-President
THE NAVAJO NATION

ATTEST:


Doreen N. McPaul, Attorney General

THE NAVAJO NATION



JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT

CEM-20-03-11

RESOLUTION OF THE COMMISSION ON EMERGENCY MANAGEMENT

DECLARING A PUBLIC HEALTH STATE OF EMERGENCY FOR THE NAVAJO NATION DUE TO THE CONFIRMATION OF THE CORONAVIRUS DISEASE ("COVID-19") IN REGIONAL AREAS SURROUNDING THE NAVAJO NATION.

WHEREAS:

1. Pursuant to 2 N.N.C., § 881 the Navajo Nation Council established the Commission on Emergency Management, authorizing it to assess, verify, recommend and declare states of emergency with the concurrence of the President of the Navajo Nation; and
2. Pursuant to 2 N.N.C., § 883 (A) and (C) the Commission is empowered to coordinate immediate emergency and disaster relief services with Navajo Nation and non-tribal entities in conjunction with the Department of Emergency Management to recommend and deploy appropriate resources regarding natural and man-made emergencies; and
3. Pursuant to 2 N.N.C., § 884 (B), (2) the Commission on Emergency Management may seek assistance from federal, state, other tribal governments, and local and private agencies to address emergency and disaster related situations; and
4. The nature of the Coronavirus Disease ("COVID-19") is such that it has spread and increased globally, as indicated by the Centers for Disease Control & Prevention ("CDC"), the World Health Organization ("WHO"), and other public health organizations within the U.S. and regionally; and
5. In the U.S. the number of positive and presumptive positive cases have grown, with the rise in COVID-19 confirmed cases in Arizona, New Mexico, Utah, Colorado; and
6. No confirmed COVID-19 cases have been verified on the Navajo Nation and area Public Health Services are closely monitoring the situation; and
7. The Navajo Nation, in collaboration with various entities such as the U.S. Public Health Services Area Offices (Albuquerque, Navajo, Phoenix), CDC, state departments of health, Navajo Nation 638 Tribal Health Organizations and various other multi-agency groups, have organized an incident command approach to mitigate COVID-19 transmission on the Navajo Nation; and
8. In partial response to addressing the spread of COVID-19 on the Navajo Nation, a Navajo Department of Health ("NDOH") Command Operations Center has been established with an infrastructure to maintain situational awareness, conduct daily communication briefings among NDOH and key collaborative partners and, disseminate information to the public; and


9. The Navajo Department of Emergency Management (NDEM) Emergency Operation Center (EOC) shall be activated to support the Navajo Department of Health Command Center.
10. Locally, it is acknowledged and understood that the threat of transmission of COVID-19 needs to be mitigated to reduce risk of exposure to the Navajo People and the resultant consequential public health impacts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Navajo Nation Commission on Emergency Management hereby declares a Public Health State of Emergency for the Navajo Nation due to the confirmation of the Coronavirus Disease ("COVID-19") in regional areas surrounding the Navajo Nation.
2. To address increased concerns of potential public health impacts due to risk and exposure to the COVID-19, especially to our older population, the Navajo Nation must encourage independent responsibility and action by the Navajo People in practicing recommended preemptive measures to minimize, prevent and reduce risk of exposure to and from the COVID-19.
3. The Navajo Nation population receives timely, consistent and correct information needed on the COVID-19 on preventive measures against contracting and spread of the virus, signs, symptoms and contacting local hospitals and clinics for reporting.
4. In declaring the Public Health State of Emergency, all Navajo Nation Branches, programs, departments will comply with and adhere to directives, instructions, and/or policies forthcoming from the Navajo Department of Health as related to addressing COVID-19.
5. The needs of the Navajo Nation are to be addressed in a manner so as to provide the necessary resources required to address said Declared Public Health State of Emergency. This includes, but not limited to, resources of personnel, medical supplies and equipment, monetary funding, and other resources as may be required to protect the health, safety and welfare of citizens of the Navajo Nation.


CERTIFICATION

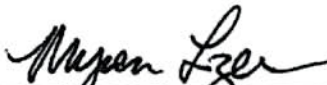
I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Commission on Emergency Management at a duly called meeting at Window Rock, Navajo Nation, Arizona, at which a quorum was present and that same passed by a vote of 4 approved, 0 opposed, and 0 abstained this 11th day of March 2020.


Herman Shorty, Chairperson
Commission on Emergency Management

Motion by: Dicky Bain
Second by: Ben Bennett

CONCURRENCE:


Jonathan Nez, President
THE NAVAJO NATION


Myron Lizer, Vice President
THE NAVAJO NATION



**DEPARTMENT OF DINÉ EDUCATION
THE NAVAJO NATION**

P.O. Box 670 · Window Rock, Arizona 86515
PHONE (928) 871 – 7475 · FAX (928) 871 – 7474



Jonathan Nez
President

Myron Lizer
Vice-President

NNBEMA-608-2020

**RESOLUTION OF THE
NAVAJO NATION BOARD OF EDUCATION**

Relating to Education; Declaration of an Emergency and Recommending the Closure of All Public Law 100-297 Grant Schools, Public Law 93-638 Contract Schools, Bureau of Indian Education-Operated Schools, Higher Education Institutions Operating on the Navajo Nation, All Public Schools (Including Charter Schools) Operating on the Navajo Nation, All Private Schools, All FACE Programs, Early Childhood Programs, Child Care Development Fund (CCDF) Programs, and Navajo Head Start Programs on the Navajo Nation for Three (3) Weeks; Tribally Controlled Residential Halls/Dormitories Shall Follow any Closure Procedures of Their Host School District.

WHEREAS:

1. The Department of Diné Education (hereinafter the “Department”) is the administrative agency within the Navajo Nation with responsibility and authority for implementing and enforcing the educational laws of the Navajo Nation. 2 N.N.C. § 1801 (B); 10 N.N.C. § 107 (A). The Department is under the immediate direction of the Board. 10 N.N.C. § 107 (B).
2. The Navajo Nation Board of Education (hereinafter the “Board”) is the education agent in the Executive Branch for the purposes of overseeing the operation of all schools serving the Navajo Nation. 10 N.N.C. § 106 (A). The Board carries out its duties and responsibilities through the Department of Diné Education. 10 N.N.C. § 106 (G)(3). In addition, “the Board [has the] general power to monitor the activities of all Bureau of Indian Affairs funded schools and local community school boards serving the Navajo Nation...” 10 N.N.C. § 106 (G)(1).
3. The Navajo Nation has substantial authority and broad jurisdiction to regulate all matters within its territorial boundaries pursuant to its inherent sovereignty and Treaty of 1868. This authority and jurisdiction include the ability to oversee and regulate matters regarding state public schools, Public Law 100-297 grant, Public Law 93-638 contract, Bureau of Indian Education-operated schools, high education institutions, and all FACE programs, early childhood education programs, and Navajo Head Start programs located on the Navajo Nation.
4. The Coronavirus disease (“COVID-19”) is a global pandemic infecting substantial numbers of people, and has spread exponentially and increased globally, as indicated by the Centers for Disease

NAVAJO NATION BOARD OF EDUCATION

*Priscilla B. Manuelito, President · Spencer W. Willie, Vice President · Dr. Victoria Yazzie, Secretary
Member: Sharon A. Toadecheenie · Marlene Burbank · Dr. Henry Fowler · Andrea K. Thomas
Freda Nells · Joan A. Gray · Emerson John · Dr. Pauletta White
Dr. Anselm Davis, Acting Superintendent of Schools*

Control ("CDC") and World Health Organization ("WHO") and other public health organizations located within the United States and regionally.

5. At the moment, there are no confirmed or verified COVID-19 cases on the Navajo Nation and area public health services are closely monitoring the situation. The Navajo Nation, in collaboration with various entities such as the U.S. Public Health Service Area Offices (Albuquerque, Navajo, Phoenix), CDC, state departments of health, Navajo Nation 638 tribal health organizations, and other multi-agency groups have organized an incident command approach to mitigate COVID-19 transmission on the Navajo Nation.
6. On March 12, 2020, the New Mexico Public Education Department directed the closure of all New Mexico public and charter schools for three (3) weeks, effective March 16, 2020. On March 10, 2020, the Arizona Department of Education left it up to local school districts and governing boards on whether or not they should close schools. The Utah State Board of Education also has not ordered a state-wide closure of schools and left it up to the Utah Department of Health and local health departments who are empowered to close schools when necessary to protect public health. School districts are recommended to act in accordance with guidance from their corresponding local health departments in making the final decision as to whether conditions require the closure of schools.
7. Some Navajo Nation tribally controlled grant schools have decided to close their schools until further COVID-19 guidance and updates are provided. At the moment, BIE-operated schools have not closed any schools.
8. There are also five (5) Navajo Nation border-town residential halls/dormitories (Winslow Residential Hall, Kinteel Residential Campus, Kinlani Bordertown Dormitory, T'iisyaakin Residential Hall, Richfield Residential Hall) that host students attending public schools in their respective areas.
9. There are several higher education institutions operating on the Navajo Nation and serve substantial numbers of Navajo students. There are several private schools located on the Navajo Nation serving Navajo students.


NOW THEREFORE BE IT RESOLVED THAT:

1. The Navajo Nation Board of Education hereby declares an emergency and recommends the closure of all Public Law 100-297 grant schools, Public Law 93-638 contract schools, Bureau of Indian Education-operated schools, public schools (including charter schools) located on the Navajo Nation, private schools, higher education institutions operating on the Navajo Nation, early childhood programs including CCDF, Head Start, FACE Programs, and all after-school programs located on the Navajo Nation for three (3) weeks, effective March 16, 2020.

2. The Navajo Nation Board of Education further directs that off-residential halls/dormitories operating under the authority and jurisdiction of the Navajo Nation to follow to any closure processes/procedures of their host school district. If the host school district closes their schools, the residential hall/dormitory shall also close as well.
3. The Navajo Nation Board of Education further directs that all higher education institutions operating on the Navajo Nation to use web-based technology, video conferencing, or alternative means of delivering instruction.
4. The Navajo Nation Board of Education hereby recommends and empowers the Superintendent of Schools to take any actions deemed necessary and proper to carry out the purposes of this resolution and directive.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Board of Education of the Navajo Nation at a duly called meeting at Window Rock, Arizona (Navajo Nation) at which a quorum was present, motion by Dr. Pauletta White and seconded by Andrea K. Thomas and that the same was passed by a vote of 7 in favor; 0 opposed; 0 abstained, this 13th day of March 2020.


Priscilla B. Manuelito, President
Navajo Nation Board of Education



PROCLAMATIONS

Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak

Issued on: March 13, 2020



In December 2019, a novel
(new) coronavirus known as
SARS-CoV-2 ("the virus") was
first detected in Wuhan, Hubei
Province, People's Republic of
China, causing outbreaks of
the coronavirus disease
COVID-19 that has now spread

globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People's Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal *Government, along with State* and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for

individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation's communities threatens to strain our Nation's healthcare systems. As of March 12, 2020, 1,645 people from 47 States have *been infected with the virus* that causes COVID-19. It is incumbent on hospitals and

medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

Section 1. Emergency

Authority. The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

Sec. 2. Certification and

Notice. In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by *section 1135(d) of the SSA (42 U.S.C. 1320b-5(d))*.

Sec. 3. General Provisions.

(a) Nothing in this proclamation shall be construed to impair or

otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any

other person.

IN WITNESS WHEREOF, I have
hereunto set my hand this
thirteenth day of March, in the
year of our Lord two thousand
twenty, and of the
Independence of the United
States of America the two
hundred and forty-fourth.

DONALD J. TRUMP



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New Mexico schools to temporarily close

Mar 12, 2020 | Press Releases

Governor, education & health officials to address the public Friday morning

SANTA FE – Gov. Michelle Lujan Grisham, the New Mexico Public Education Department and the New Mexico Department of Health on Thursday announced that New Mexico K-12 public schools will close for three weeks beginning Monday, March 16, in response to the ongoing international novel *coronavirus pandemic*. *The closure will begin at the end of the school day tomorrow, Friday, March 13.*

Gov. Lujan Grisham and state officials will be holding a news conference at 10 a.m. on Friday morning to announce additional details.

The press conference will be streamed live at www.facebook.com/GovMLG/.

As of Thursday evening, New Mexico has had six presumptive positive tests for COVID-19.

State Cabinet secretaries' ongoing work of developing telework policies specific to their agencies will not be affected by this decision; state

government services will remain in place at this time.

The governor's office and state officials will send another notice with additional details following the news conference.

"This is a proactive measure to limit the potential community spread of COVID-19," said Education Secretary Ryan Stewart. "We have seen other states take this measure after they have experienced community spread of this virus. New Mexico is going to be proactive and do everything we can to prevent the potential spread of the virus. I have been in communication with all of our superintendents about this proactive step, and we are all going to work together to address this public health challenge."

"We are advising the public of this forthcoming announcement tonight so that parents and students can prepare for this upcoming change and begin to make arrangements," Gov. Lujan Grisham said. "We will be informing the public of additional measures that the state will be taking to ease the burden on families and educators and ensure that children continue to be fed and cared for."

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New Mexico schools to temporarily close

New Mexico announces sixth presumptive positive COVID-19 case

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December 2018

CONTACT

The Office of Governor Michelle Lujan Grisham is located on the fourth floor of the New Mexico State Capitol in Room 400.

Address:

490 Old Santa Fe Trail Room 400
Santa Fe, NM 87501

Phone: (505) 476-2200

Toll free: (833) 520-0020

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Gary Richard Herbert

EXECUTIVE ORDER

Declaring a State of Emergency Due to Infectious Disease COVID-19 Novel Coronavirus

WHEREAS, On January 21, 2020, the Utah Department of Health activated its Department Operations Center in response to the evolving the global outbreak of novel coronavirus;

WHEREAS, The Utah Department of Health recognizes COVID-19 as a threat to the health and safety of the residents of Utah;

WHEREAS, Although no confirmed cases have been diagnosed in the state, the Utah Department of Health, local health departments, and health and medical partners have activated response plans and protocols to prepare for the likely arrival of the virus in Utah;

WHEREAS, These partners have also worked to identify, contact, and test individuals in the State of Utah who have been potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC);

WHEREAS, Proactively implementing mitigation measures to slow the spread of the virus is in the best interests of the state of Utah and its people;

WHEREAS, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person;

WHEREAS, The CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as "high," and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States;

WHEREAS, On January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning on January 27, 2020;

WHEREAS, As of March 6, 2020, the CDC indicates there are over 100,000 confirmed cases of COVID-19 worldwide, with over 200 of those cases in the United States;

WHEREAS, On February 28, 2020, the State Emergency Operations Center raised its activation level to Level 3 - Elevated Action and the Utah Division of Emergency Management and Department of Health activated a Joint Information System for public information;

WHEREAS, The Utah Department of Public Safety, Division of Emergency Management, State Emergency Operations Center, is coordinating resources across state government to support the Utah Department of Health and local officials in alleviating the impacts to people, property, and infrastructure, and is assessing the magnitude and long-term effects of the incident with the Utah Department of Health;

WHEREAS, The State of Utah has implemented the Utah COVID-19 Community Task Force to coordinate the response to the incident throughout the entire state and among all levels of government;

WHEREAS, the circumstances of this outbreak may exceed the capacity of the services, personnel, equipment, supplies and facilities of any single city, county, or city and county, and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS, these conditions do create a "State of Emergency" within the intent of the Disaster Response and Recovery Act found in Title 53, Chapter 2a of the Utah Code Annotated 1953, as amended:

NOW, THEREFORE, I, Gary R. Herbert, Governor of the State of Utah, declare a "State of Emergency" due to the aforesaid circumstances requiring aid, assistance, and relief available from State resources and hereby order:

The continued execution of the State Emergency Operations Plan;

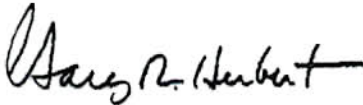
Assistance from State government to political subdivisions as needed and coordinated by the Utah Department of Health, the Utah Department of Public Safety, and other state agencies as necessary;

The continued dissemination of timely and accurate information by state agencies to the public that will slow the spread of COVID-19, prevent unnecessary confusion and alarm, and mitigate impacts to the economy;

The continued outreach and assistance to the populations most vulnerable to COVID-19; and

Coordination with local authorities and the private sector to maximize access to appropriate medical care while preserving critical services for those most in need.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Utah. Done in Salt Lake City, Utah, on this, the 6th day of March, 2020.



Gary R. Herbert
Governor, State of Utah



ATTEST:
Spencer J. Cox
Lieutenant Governor, State of Utah

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA
★
EXECUTIVE ORDER

Executive Order 2020-07

Proactive Measures to Protect Against COVID-19

WHEREAS, on January 31, 2020, Secretary Alex Azar of the United States Department of Health and Human Services, declared a public health emergency to address the 2019 novel coronavirus (COVID-19); and

WHEREAS, on March 11, 2020, I, as Governor of the State of Arizona, issued a declaration of Public Health Emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19; and

WHEREAS, as of March 11, 2020, there have been 9 diagnosed cases of COVID-19 in Arizona including cases of community spread, and it is likely that there will continue to be additional cases diagnosed; and

WHEREAS, COVID-19 is contagious and can be fatal; and

WHEREAS, the elderly population and those with serious underlying health conditions are most at risk from COVID-19; and

WHEREAS, it is important to institute enhanced protections at facilities that treat and house populations most at risk if they contract COVID-19; and

WHEREAS, it is necessary that all Arizonans who need to be tested for COVID-19 have access to testing that is covered by their healthcare insurance and that both providers and consumers are not subject to price gouging as it relates to COVID-19 diagnosis and treatment related services; and

WHEREAS, visits by telemedicine can reduce the spread of disease by allowing potentially contagious patients to see a doctor without visiting an office, clinic, urgent care center or hospital where other individuals could be exposed.

NOW THEREFORE I, Douglas A. Ducey, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and laws of this state hereby order as follows:

1. The Department of Health Services shall issue emergency rules for skilled nursing facilities, intermediate care facilities and assisted living facilities to implement visitor policies designed to prevent the spread of COVID-19 including:

- a. Instituting policies to require screening and triage before entry by staff, visitors, vendors, and contractors;
- b. Establishing disinfectant schedules for frequently touched surfaces; and
- c. Establishing policies of distancing patients who exhibit symptoms of COVID-19 from other patients in common areas.

2. The Department of Health Services in conjunction with the Department of Insurance shall require that all insurers regulated by the State cover COVID-19 diagnostic testing from all qualified laboratories without regard to whether the laboratory is in-network.

3. The Department of Health Services in conjunction with the Department of Insurance shall require that all insurers regulated by the State waive all cost-sharing requirements for consumers related to COVID-19 diagnostic testing.

4. The Department of Health Services in conjunction with the Department of Insurance shall require that all insurers regulated by the State cover telemedicine visits at a lower cost-sharing point for consumers than the same in-office service to encourage utilization of telemedicine for the duration of the state's public health emergency.

5. The Department of Health Services and all Arizona health regulatory boards shall prohibit, investigate, and take action against any licensed health professional or healthcare institution that engages in price gouging in relation to COVID-19 diagnosis and treatment-related services. In this context, price gouging is defined as the provider or institution charging a grossly higher price than that which was charged before the onset of the emergency.

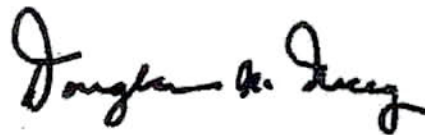
6. The Attorney General shall investigate and vigorously prosecute complaints of consumer fraud in relation to COVID-19 diagnosis and treatment-related services under the consumer protection laws.

7. This executive order shall expire upon the termination of the Declaration of Public Health Emergency related to COVID-19 and dated March 11, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

ATTEST:



GOVERNOR



DONE at the Capitol in Phoenix on this 11th day of March in the Year Two Thousand Twenty and of the Independence of the United States of America the Year Two Hundred and Forty-Fourth.

ATTEST:



Secretary of State

DECLARATION OF EMERGENCY

****COVID-19****

WHEREAS, the World Health Organization declared a Public Health Emergency of International Concern on January 30, 2020, the United States Department of Health and Human Services declared a Public Health Emergency related to the COVID-19 outbreak on January 31, 2020, and the World Health Organization officially declared a pandemic due to COVID-19 on March 11, 2020; and

WHEREAS, globally there are 124,908 total confirmed cases and 4,591 total deaths to-date related to COVID-19, and the situation is rapidly evolving with person-to-person transmission and continued community transmission; and

WHEREAS, COVID-19 was first discovered in Wuhan, China, and is known to cause respiratory illness, which can result in severe disease complications and death; and

WHEREAS, Arizona is proactively leading on the COVID-19 response in the United States, as the third of 39 states that have confirmed cases of COVID-19; and

WHEREAS, the Arizona Department of Health Services and local public health departments have identified 9 cases of COVID-19, including cases spreading in the community, and have additional patients under investigation linked to the global outbreak; and

WHEREAS, COVID-19 poses a serious public health threat for infectious disease spread to Arizona residents and visitors if proper precautions recommended by public health are not followed; and

WHEREAS, the Arizona Department of Health Services in partnership with the Centers for Disease Control and Prevention (CDC) and local public health departments have implemented disease surveillance and testing for confirmed COVID-19 case(s) and patients under investigation; and

WHEREAS, in Arizona, public health and health care systems have identified precautions and interventions that can mitigate the spread of COVID-19; and

WHEREAS, the Arizona Department of Health Services requires a more robust and integrated response to successfully combat the COVID-19 outbreak; and

WHEREAS, the Governor and the Director of the Arizona Department of Health Services have reasonable cause to believe the spread of COVID-19 can lead to severe respiratory illness, disease complications, and death for Arizona residents, particularly those with underlying medical conditions or the elderly; and

WHEREAS, it is necessary and appropriate to take action to ensure the spread of COVID-19 is controlled and that the residents of Arizona remain safe and healthy; and

WHEREAS, the Governor is authorized to declare an emergency pursuant to A.R.S. § 26-303(D) and in accordance with A.R.S. § 26-301(15).

WHEREAS, pursuant to A.R.S. § 26-307(A), a state agency, when designated by the Governor, may make, amend and rescind orders, rules and regulations necessary for emergency functions;

WHEREAS, pursuant to A.R.S. § 36-787(A), during a state of emergency declared by the Governor as a result of an occurrence or imminent threat of illness or health condition caused by an epidemic that poses a substantial risk of a significant number of human fatalities or incidents of permanent or long-term disability, the Arizona Department of Health Services shall coordinate all matters pertaining to the public health emergency response of the State; and

WHEREAS, pursuant to A.R.S. § 36-787(B) and (C), during a state of emergency declared by the Governor, the Governor, in consultation with the Director of the Arizona Department of Health Services, may issue orders pertaining to the public health emergency response of the State; and

WHEREAS, pursuant A.R.S. §§ 36-788 and 36-789, during a state of emergency declared by the Governor, the Arizona Department of Health Services, to protect the public health, may establish and maintain places of isolation and quarantine and require the isolation or quarantine of any person who has contracted or been exposed to a highly contagious and fatal disease;

WHEREAS, the Legislature has authorized the expenditure of funds in an event of an emergency pursuant to A.R.S. § 35-192; and

WHEREAS, Executive Order 2017-06 establishes the Arizona Emergency Response and Recovery Plan to assist in responding to emergencies including public health emergencies; and

NOW, THEREFORE I, Douglas A. Ducey, Governor of the State of Arizona, by virtue of the *authority vested in me by the Constitution and Laws of the State*, do hereby determine that the *COVID-19* outbreak presents conditions in Arizona, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city or town, and which require the combined efforts of the State and the political subdivision, and thus justifies a declaration of a State of Emergency; accordingly, pursuant to A.R.S. §§ 26-303(D) and 36-787, I do hereby:

- a. Declare that a State of Emergency exists in Arizona due to the *COVID-19* outbreak, effective March 11, 2020; and
- b. Direct that the State of Arizona Emergency Response and Recovery Plan be used, and the Division of Emergency Management to be engaged, as necessary or requested, to assist the Arizona Department of Health Services' coordination of the public health emergency response and authorize the use of state assets as necessary; and

- c. Authorize the Director of the Arizona Department of Health Services to coordinate all matters pertaining to the public health emergency response of the State in accordance with A.R.S. Title 36, Chapter 6, Article 9;

This Emergency Declaration will be eligible for termination upon the resolution of the outbreak as determined by the Arizona Department of Health Services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

ATTEST:



GOVERNOR

DONE at the Capitol in Phoenix on this 11th day of March in the Year Two Thousand Twenty and of the Independence of the United States of America the Year Two Hundred and Forty-Fourth.

ATTEST:



Secretary of State



ATTACHMENT C

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



March 13, 2020

Quincy Natay, Chairman
Navajo Nation Gaming Enterprise
PO Box 22220
Flagstaff, AZ 86001

Brian D. Parrish, Chief Executive Officer
Navajo Nation Gaming Enterprise
PO Box 22220
Flagstaff, AZ 86001

Dear Chairman Natay, and Chief Executive Officer Mr. Parrish,

Based on the continuing global and national spread of the COVID-19 virus, we advise the Navajo Nation Gaming Enterprise to close casino facilities in New Mexico and Arizona, and to keep essential employees on regular duty to ensure the continued necessary operations and security of Navajo gaming and gaming facilities.

We do not make this advisement lightly. We understand the economic impacts, however, the health and well-being of the Navajo Nation and its citizens, especially our Navajo elders, is paramount. Furthermore, the health of our Navajo gaming employees and the health of their families is critically important.

As you may be aware, we have taken the extraordinary steps to protect the health and well-being of the Navajo Nation with this Wednesday's declaration of public health emergency, travel restrictions, and self-monitoring for Navajo people who are returning from COVID-19 hotspots. Our advisement is in alignment with the actions we have taken to protect all people from the potential spread of the COVID-19 virus.

If you have any questions or if I can provide additional information, please feel free to contact us at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Nez".

Jonathan Nez, *President*
THE NAVAJO NATION

A handwritten signature in black ink, appearing to read "Myron Lizer".

Myron Lizer, *Vice President*
THE NAVAJO NATION

ATTACHMENT D

RESOLUTION OF THE
NAVAJO NATION GAMING ENTERPRISE BOARD OF DIRECTORS

APPROVING THE TEMPORARY CLOSURE TO THE GENERAL PUBLIC OF THE NAVAJO CASINO FACILITIES (FIRE ROCK NAVAJO CASINO, FLOWING WATER NAVAJO CASINO, NORTHERN EDGE NAVAJO CASINO AND TWIN ARROWS NAVAJO CASINO RESORT) FOR A THREE-WEEK PERIOD BEGINNING MARCH 17, 2020 NOON AND ENDING APRIL 6, 2020 FOR THE HEALTH, SAFETY AND WELFARE OF EMPLOYEES AND GUESTS, AND DIRECTING THE INTERIM CHIEF EXECUTIVE OFFICER TO PROVIDE AND IMPLEMENT A CLOSURE AND REOPENING PLAN AND TO PROVIDE PERIODIC UPDATES TO THE BOARD OF DIRECTORS

WHEREAS, the Navajo Nation Gaming Enterprise ("Enterprise") is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise (5 N.N.C. §1707); and

WHEREAS, the Enterprise Board of Directors ("Board") exclusively oversees the business and affairs of the Enterprise, and is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise and for periodically reviewing and evaluating management results. (5 N.N.C. §1707); and

WHEREAS, the Enterprise Chief Executive Officer ("CEO") shall exercise his best judgment to determine the manner by which general policies set forth by the Board are to be implemented, effectuated, and to organize the operation of the Enterprise into business units (casino facilities, etc.) each with its own specific duties and responsibilities (5 N.N.C. §1707); and

WHEREAS, the Enterprise is concerned about the continuing and growing national and international transmission of the COVID-19 virus, and the threat of its impact upon the health, safety and welfare of Enterprise employees and guests; and

WHEREAS, the Interim CEO and Enterprise management developed the details of a proposed two-week closure plan for the Navajo casino facilities, which includes the recommendation for two-weeks of administrative leave with pay for all active employees; and

WHEREAS, Honorable Navajo Nation President Jonathan Nez attended the March 16, 2020 Enterprise Special Board meeting and requested a three-week closure as soon as possible to coincide with the Navajo Nation Executive Order and the Navajo Nation timeline for closure and, in exchange, President Nez agreed to support and send a letter to applicable Navajo Nation officials and entities supporting a one-year waiver of debt service of the Navajo Nation amended gaming loan agreement, and amendments to the Navajo Tribal Utility Authority loans; and

WHEREAS, consistent with the request of Honorable Navajo Nation President Johnathan Nez, the Board finds that it is in the best interest of the Enterprise and the Navajo Nation to temporarily close the Navajo gaming facilities to the public for a three-week period for the health, safety and welfare of its employees and guests.

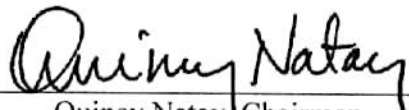
NOW THEREFORE BE IT RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby approves the temporary closure to the public of the casino facilities (Fire Rock Navajo Casino, Flowing Water Navajo Casino, Northern Edge Navajo Casino and Twin Arrows Navajo Casino Resort) for a three-week period beginning March 17, 2020 noon and ending April 6, 2020 for the health, safety and welfare of its employees and guests; and approves three-weeks of administrative leave with pay for all active employees.

NOW THEREFORE BE IT FURTHER RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby directs the Interim Chief Executive Officer to provide and implement a casino facility closure and reopening plan, to include administrative leave with pay for all active employees, and to provide periodic updates to the Board of Directors.

NOW THEREFORE BE IT FINALLY RESOLVED, Navajo Nation Gaming Enterprise Board of Directors hereby authorizes a continued review of the eventual re-opening of the Navajo casino facilities in coordination with the Navajo Nation.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Gaming Enterprise Board of Directors, at a duly called meeting, at which a quorum was present, and the same was passed by a vote of 8 in favor, 0 opposed and 0 abstained, this 16th day of March 2020.



Quincy Natay, Chairman
Navajo Nation Gaming Enterprise
Board of Directors

Motion: Herbert Clah, Jr.
Second: Affie Ellis

ATTACHMENT E



EXECUTIVE ORDER NO. 002-20

**EXTENDING THE DECLARATION OF A STATE OF EMERGENCY DUE TO
THE COVID-19 VIRUS ON THE NAVAJO NATION, EXTENDING THE
CLOSURE OF NAVAJO NATION GOVERNMENT OFFICES AND RELATED
ENTITIES**

**NAVAJO NATION OFFICE OF THE PRESIDENT AND VICE PRESIDENT
MARCH 31, 2020**

WHEREAS:

1. The President of the Navajo Nation serves as the Chief Executive Officer for the Executive Branch of the Navajo Nation government with full authority to conduct, supervise, and coordinate personnel and program matters. 2.N.N.C. §1005 (A);
2. The President shall have the power to issue an executive order for the purpose of interpreting, implementing or giving administrative effect to statutes of the Navajo Nation in the manner set forth in such statutes. 2.N.N.C. §1005 (C)(14);
3. With the concurrence of the President of the Navajo Nation, the Emergency Management Commission shall have the power to declare a state of emergency affecting the Navajo Nation and to obtain, coordinate and oversee assistance, whether in the form of goods, services, equipment, motor vehicles, or personnel, from all Divisions, Departments and Enterprises of the Navajo Nation for use in addressing the requirements of the People in any declared emergency. 2 N.N.C. § 884(B)(1)(3);
4. The Emergency Management Commission declared an emergency due to the confirmation of the coronavirus disease (COVID-19) in regional areas surrounding the Navajo Nation. 2 N.N.C. § 884(B)(1), *See* Emergency Management Commission resolution CEM 20-03-11;
5. An Executive Order shall have the force of law upon the recipient. 2 N.N.C. § 1005(C)(14).

THEREFORE:

I, Jonathan Nez, President of the Navajo Nation and I, Myron Lizer, Vice President of the Navajo Nation, by the authority vested in us, hereby issue the following order:

1. With the Declaration of a State of Emergency by the Emergency Management Commission, CEM-20-03-11, and Public Health Emergency Orders No. 2020-003 and

No. 2020-004, the public health state of emergency affecting the Navajo Nation citizens and residents due to confirmation of the spread of the COVID-19 virus in and surrounding the Navajo Nation is extended, as such:

- a. The Navajo Nation Health Command Operations Center shall be staffed throughout the emergency condition under the direction of David Nez, Health Command Center Manager with support from Director, Dr. Jill Jim, Navajo Department of Health; and,
 - b. The Navajo Department of Emergency Management Emergency Operation Center shall be activated to support the Navajo Health Command Operations Center; and,
 - c. All Navajo Nation Branches, Divisions, Departments, programs, offices, non-certified Chapters, Enterprises, and Navajo casinos shall comply with and adhere to directives, instructions, and/or policies coming from the Navajo Health Command Operations Center as related to addressing COVID-19.
2. The Navajo Nation previously issued travel restrictions due to the COVID-19 virus which restricted or canceled all off-reservation travel and directed all Navajo Nation employees to return from current off-reservation travel; however, the COVID-19 virus continues to spread throughout the Navajo Nation. The action of the Navajo Nation and surrounding States, restricting large gatherings and closure of government offices, has had effect on the spread of the COVID-19, as such:
- a. All Navajo Nation government offices shall remain closed to minimize the spread of the COVID-19 virus. This closure shall extend from April 3, 2020 to April 26, 2020 and only Essential Personnel, as determined by the respective Division Director, shall report to their respective duty stations, including, but not limited to, Navajo Public Safety, Navajo Fire Department, Navajo Emergency Medical Services, Department of Emergency Management, Navajo Division of Natural Resources, Navajo Division of Finance, Navajo Division of Social Services, Navajo Division of Human Services, Department of Diné Education, and those determined by the Branch Chiefs; and,
 - b. All Non-Essential Navajo Nation government employees, including non-governance certified Chapter employees, affected by this Executive Order shall be granted Administrative Leave for the duration of the closure and are expected to refrain from events, gatherings, or other areas where they may contract the COVID-19 virus, and to observe and follow all Public Health Emergency Orders; and,
 - c. The closure of Navajo Nation government offices may be extended beyond April 26, 2020 on the recommendation of the Navajo Health Command Operations Center and the Navajo Department of Emergency Management Operation Center.
3. All Navajo Nation Divisions, Departments, Programs, Offices, non-governance certified Chapters, Enterprises, and Navajo casinos shall follow the direction of the

Public Health Emergency Orders requiring all Navajo citizens to limit their movement which means staying at home and leaving for Essential Activities only; and comply with the curfew hours by staying home between the hours of 8:00 P.M. and 5:00 A.M. MDST.

4. The Navajo Nation Board of Education declared an emergency affecting all schools on the Navajo Nation due to the spread of the COVID-19 virus and recommended, among other measures, the closure of all schools and educational facilities on the Navajo Nation to protect our children, their parents, and care givers, NNBEMA-608-2020; in addition, the States of Arizona (H.B. 2910), New Mexico (Executive Order 2020-12), and Utah issued statewide school closure for the remainder of the 2020 school year that affect the Navajo Nation, as such:

We strongly recommend and urge the Navajo Board of Education to extend the closing of the schools and educational facilities for the remainder of this school year which shall include:

- a. Public Law 100-297 grant schools, Public Law 93-638 contract schools, and Bureau of Education operated schools be closed for the remainder of the 2020 school year; and,
- b. Public schools, including grant schools, private schools, higher education institutions, early childhood programs, including CCDF, Head Start, FACE programs, and all after school programs located on the Navajo Nation be closed for the remainder of the 2020 school year; and,
- c. Off reservation residential halls and dormitories for Navajo students operating under the authority of the Navajo Nation will follow the process and procedure for this host school district.

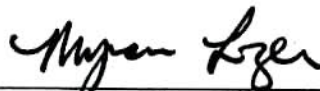
The Navajo Nation Divisions, Departments, Programs, Offices, non-governance certified Chapters, Enterprises, and Navajo casinos are responsible for implementing and ensuring compliance with this order.

The provisions of this order shall be implemented consistent with the laws of the Navajo Nation and in a manner that advances the highest welfare of the People.

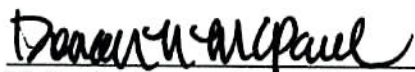
EXECUTED this 31st day of March 2020



Jonathan Nez, *President*
THE NAVAJO NATION



Myron Lizer, *Vice-President*
THE NAVAJO NATION

ATTEST: 
Doreen N. McPaul, *Attorney General*
Navajo Nation Department of Justice

ATTACHMENT F

RESOLUTION OF THE
NAVAJO NATION GAMING ENTERPRISE BOARD OF DIRECTORS

APPROVING AN EXTENSION OF THE TEMPORARY CLOSURE TO THE GENERAL PUBLIC OF THE NAVAJO CASINO FACILITIES (FIRE ROCK NAVAJO CASINO, FLOWING WATER NAVAJO CASINO, NORTHERN EDGE NAVAJO CASINO AND TWIN ARROWS NAVAJO CASINO RESORT) FOR ANOTHER THREE-WEEK PERIOD BEGINNING APRIL 7, 2020 AND ENDING APRIL 30, 2020 FOR THE HEALTH, SAFETY AND WELFARE OF EMPLOYEES AND GUESTS

WHEREAS, the Navajo Nation Gaming Enterprise ("Enterprise") is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise (5 N.N.C. §1707); and

WHEREAS, the Enterprise Board of Directors ("Board") exclusively oversees the business and affairs of the Enterprise, and is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise and for periodically reviewing and evaluating management results. (5 N.N.C. §1707); and

WHEREAS, the Enterprise Chief Executive Officer ("CEO") shall exercise his best judgment to determine the manner by which general policies set forth by the Board are to be implemented, effectuated, and to organize the operation of the Enterprise into business units (casino facilities, etc.) each with its own specific duties and responsibilities (5 N.N.C. §1707); and

WHEREAS, the Enterprise is concerned about the continuing and growing national and international transmission of the COVID-19 virus, and the threat of its impact upon the health, safety and welfare of Enterprise employees and guests; and

WHEREAS, the Board by Resolution NNGEMAR-001-20 approved a three-week closure and administrative leave with pay for all active employees of the Navajo Nation Gaming Enterprise for the health, safety and welfare of the employees from March 17, 2020 and ending April 6, 2020; and

WHEREAS, Honorable Navajo Nation Vice-President Myron Lizer attended the March 31, 2020 Enterprise Special Board meeting and supported another three-week closure; and

WHEREAS, the Board finds that it is in the best interest of the Enterprise and the general public to approve an extension of temporary closure and administrative leave with pay for all active employees from April 7, 2020 through April 30, 2020;

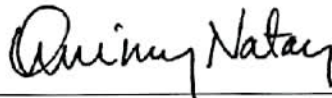
NOW THEREFORE BE IT RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby approves the extended closure to the public of the casino facilities (Fire Rock Navajo Casino, Flowing Water Navajo Casino, Northern Edge Navajo Casino and Twin Arrows Navajo Casino Resort) for a three-week period from April 7, 2020 and ending April 30, 2020 for the health, safety and welfare of its employees and guests; and

NOW THEREFORE BE IT FURTHER RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby approves an extension of three weeks of administrative leave with pay for all active employees of the Navajo Nation Gaming Enterprise for the health, safety and welfare of the employees beginning April 7, 2020 and ending April 30, 2020; and

NOW THEREFORE BE IT FINALLY RESOLVED, Navajo Nation Gaming Enterprise Board of Directors hereby authorizes a continued review of the eventual re-opening of the Navajo casino facilities in coordination with the Navajo Nation.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Gaming Enterprise Board of Directors, at a duly called meeting, at which a quorum was present, and the same was passed by a vote of 8 in favor, 0 opposed and 0 abstained, this 31st day of March 2020.



Quincy Natay, Chairman
Navajo Nation Gaming Enterprise
Board of Directors

Motion: Robert Winter
Second: Herbert Clah, Jr.

April 10, 2020

Pearline Kirk, Controller
Navajo Nation
PO Box 3150
Window Rock, AZ 86515

RE: Waiver of Certain Covenants, Events of Default and Remedies Due to Casino Closures

Dear Ms. Kirk,

The Navajo Nation Gaming Enterprise (NNGE), is requesting a waiver of certain covenants, events of default and remedies included within the loan agreements between the Navajo Nation and NNGE beginning on March 17, 2020 and ending on October 30, 2020 (the "Waiver Period"). For purposes of this letter the "Loan Agreements" are collectively the Second Amended, Restated and Consolidated Loan Agreement between the Navajo Nation, Lender, and NNGE, Borrower, dated December 1, 2017, and associated loan documents ("Senior Loan Agreement"), and the Loan Agreement (Sihasin Travel Center Project) dated May 23, 2018 between the Navajo Nation, Lender, and NNGE, Borrower, and associated loan documents ("Sihasin Loan Agreement").

- On March 11, 2020, the Navajo Nation Commission on Emergency Management declared a public health state of emergency for the Navajo Nation due to the confirmation of COVID-19 in regional areas surrounding the Navajo Nation. (Attachment A)
- On March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic.
- On March 13, 2020, US President Donald Trump declared a national emergency.
- On March 13, 2020, the Navajo Nation Office of President and Vice President (OPVP) declared a state of emergency pursuant to Executive Order No. 001-20. (Attachment B)
- On March 13, 2020, the OPVP strongly advised NNGE to close its casino facilities in Arizona and New Mexico to help prevent the spread of the COVID-19 virus. (Attachment C)
- On March 16, 2020, the NNGE Board of Directors approved the temporary closure of the casino facilities (Fire Rock Navajo Casino, Flowing Water Navajo Casino, Northern Edge Navajo Casino, and Twin Arrows Navajo Casino Resort) for a three-week period from March 17, 2020 through April 6 pursuant to NNGEMAR-001-20. (Attachment D)
- On March 31, 2020, the OPVP extended the state of emergency and closure of the Navajo Nation government offices and related entities through April 26th pursuant to Executive Order No. 002-20. (Attachment E)
- On March 31, 2020, the NNGE Board of Directors approved the extension of the closure of the casino facilities through April 30th pursuant to NNGEMAR-002-20. (Attachment F)

Due to the temporary closure of NNGE's casinos through at least April 30th, NNGE is specifically seeking a waiver of all Events of Default under the Loan Agreements that arise or relate to the closure of the NNGE casinos and notice thereof during the Waiver Period as well as the right to pursue remedies with respect to any Event of Default that arises or has arisen under the Loan Agreements during the Waiver Period.

As you are aware, each of the Loan Agreements vest the Navajo Nation Controller's Office with the authority to provide consents and waivers (except to the extent limited by applicable law). See Section 1.6 of Loan Agreements.

If you have any questions, please don't hesitate to contact me at (505) 870-1722 or Christine McLain, Executive Director of Finance, at (505) 728-9288.

Respectfully,

Brian D. Parrish
Interim Chief Executive Officer
Navajo Nation Gaming Enterprise

CC: Jonathan Nez, President, Navajo Nation
Myron Lizer, Vice President, Navajo Nation
Quincy Natay, Chairperson, NNGE
Ray Etcitty, General Counsel, NNGE
Christine McLain, Executive Director of Finance, NNGE
Adam Parker, Director of Financial Planning & Analysis, NNGE

Exhibit A
Navajo Nation Commission on Emergency Management Declaration

Exhibit B
March 13, 2020 Navajo Nation OPVP Executive Order No. 001-20

Exhibit C
March 13, 2020 Letter from Navajo Nation OPVP to NNGE

Exhibit D
March 16, 2020 NNGE Board Resolution NNGEMAR-001-20

Exhibit E
March 31, 2020 Navajo Nation OPVP Executive Order No. 002-20

Exhibit F
March 16, 2020 NNGE Board Resolution NNGEMAR-002-20

ATTACHMENT A

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



CEM-20-03-11

RESOLUTION OF THE COMMISSION ON EMERGENCY MANAGEMENT

DECLARING A PUBLIC HEALTH STATE OF EMERGENCY FOR THE NAVAJO NATION DUE TO THE CONFIRMATION OF THE CORONAVIRUS DISEASE ("COVID-19") IN REGIONAL AREAS SURROUNDING THE NAVAJO NATION.

WHEREAS:

1. Pursuant to 2 N.N.C., § 881 the Navajo Nation Council established the Commission on Emergency Management, authorizing it to assess, verify, recommend and declare states of emergency with the concurrence of the President of the Navajo Nation; and
2. Pursuant to 2 N.N.C., § 883 (A) and (C) the Commission is empowered to coordinate immediate emergency and disaster relief services with Navajo Nation and non-tribal entities in conjunction with the Department of Emergency Management to recommend and deploy appropriate resources regarding natural and man-made emergencies; and
3. Pursuant to 2 N.N.C., § 884 (B), (2) the Commission on Emergency Management may seek assistance from federal, state, other tribal governments, and local and private agencies to address emergency and disaster related situations; and
4. The nature of the Coronavirus Disease ("COVID-19") is such that it has spread and increased globally, as indicated by the Centers for Disease Control & Prevention ("CDC"), the World Health Organization ("WHO"), and other public health organizations within the U.S. and regionally; and
5. In the U.S. the number of positive and presumptive positive cases have grown, with the rise in COVID-19 confirmed cases in Arizona, New Mexico, Utah, Colorado; and
6. No confirmed COVID-19 cases have been verified on the Navajo Nation and area Public Health Services are closely monitoring the situation; and
7. The Navajo Nation, in collaboration with various entities such as the U.S. Public Health Services Area Offices (Albuquerque, Navajo, Phoenix), CDC, state departments of health, Navajo Nation 638 Tribal Health Organizations and various other multi-agency groups, have organized an incident command approach to mitigate COVID-19 transmission on the Navajo Nation; and
8. In partial response to addressing the spread of COVID-19 on the Navajo Nation, a Navajo Department of Health ("NDOH") Command Operations Center has been established with an infrastructure to maintain situational awareness, conduct daily communication briefings among NDOH and key collaborative partners and, disseminate information to the public; and

9. The Navajo Department of Emergency Management (NDEM) Emergency Operation Center (EOC) shall be activated to support the Navajo Department of Health Command Center.
10. Locally, it is acknowledged and understood that the threat of transmission of COVID-19 needs to be mitigated to reduce risk of exposure to the Navajo People and the resultant consequential public health impacts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Navajo Nation Commission on Emergency Management hereby declares a Public Health State of Emergency for the Navajo Nation due to the confirmation of the Coronavirus Disease ("COVID-19") in regional areas surrounding the Navajo Nation.
2. To address increased concerns of potential public health impacts due to risk and exposure to the COVID-19, especially to our older population, the Navajo Nation must encourage independent responsibility and action by the Navajo People in practicing recommended preemptive measures to minimize, prevent and reduce risk of exposure to and from the COVID-19.
3. The Navajo Nation population receives timely, consistent and correct information needed on the COVID-19 on preventive measures against contracting and spread of the virus, signs, symptoms and contacting local hospitals and clinics for reporting.
4. In declaring the Public Health State of Emergency, all Navajo Nation Branches, programs, departments will comply with and adhere to directives, instructions, and/or policies forthcoming from the Navajo Department of Health as related to addressing COVID-19.
5. The needs of the Navajo Nation are to be addressed in a manner so as to provide the necessary resources required to address said Declared Public Health State of Emergency. This includes, but not limited to, resources of personnel, medical supplies and equipment, monetary funding, and other resources as may be required to protect the health, safety and welfare of citizens of the Navajo Nation.

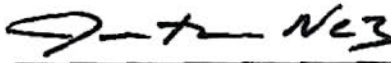
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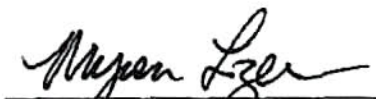
I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Commission on Emergency Management at a duly called meeting at Window Rock, Navajo Nation, Arizona, at which a quorum was present and that same passed by a vote of 4 approved, 0 opposed, and 0 abstained this 11th day of March 2020.


Herman Shorty, Chairperson
Commission on Emergency Management

Motion by: Dicky Bain
Second by: Ben Bennett

CONCURRENCE:


Jonathan Nez, President
THE NAVAJO NATION


Myron Lizer, Vice President
THE NAVAJO NATION

ATTACHMENT B



EXECUTIVE ORDER NO. 001-20

**DECLARING A STATE OF EMERGENCY DUE TO THE CONFIRMATION OF
THE COVID-19 VIRUS IN REGIONAL AREAS SURROUNDING THE NAVAJO
NATION, CLOSING THE NAVAJO NATION GOVERNMENT OFFICES, AND
SUPPORTING THE CLOSURE OF ALL SCHOOLS AND EDUCATIONAL
FACILITIES ON THE NAVAJO NATION**

**NAVAJO NATION OFFICE OF THE PRESIDENT AND VICE PRESIDENT
MARCH 13, 2020**

WHEREAS:

1. The President of the Navajo Nation serves as the Chief Executive Officer for the Executive Branch of the Navajo Nation government with full authority to conduct, supervise, and coordinate personnel and program matters. 2.N.N.C. §1005 (A);
2. The President shall have the enumerated power of issuing an executive order for the purpose of interpreting, implementing or giving administrative effect to statutes of the *Navajo Nation in the manner set forth in such statutes. 2.N.N.C. §1005 (C)(14);*
3. With the concurrence of the President of the Navajo Nation, the Emergency Management Commission shall have the power to declare a state of emergency affecting the Navajo Nation and to obtain, coordinate and oversee assistance, whether in the form of goods, services, equipment, motor vehicles, or personnel, from all Divisions, Departments and Enterprises of the Navajo Nation for use in addressing the requirements of the People in any declared emergency. 2 N.N.C. § 884(B)(1)(3);
4. The Emergency Management Commission declared an emergency due to the confirmation of the coronavirus disease (COVID-19) in regional areas surrounding the Navajo Nation. 2 N.N.C. § 884(B)(1), *See* Emergency Management Commission resolution CEM 20-03-11;
5. An Executive Order shall have the force of law upon the recipient. 2 N.N.C. § 1005(C)(14).

THEREFORE:

I, Jonathan Nez, President of the Navajo Nation and I, Myron Lizer, Vice President of the Navajo Nation, by the authority vested in us, hereby issue the following order:

1. With the support of the Emergency Management Commission, CEM-20-03-11, a public health state of emergency is declared affecting the Navajo Nation citizens and residents due to confirmation of the spread of the COVID-19 virus in every state surrounding the Navajo Nation, *see* White House Proclamation, NM Governor Lujan Grisham statement, Utah Governor Herbert Executive Order, Arizona Governor Ducey Executive Order and Declaration of Emergency, as such:
 - a. The Navajo Department of Health Command Operations Center shall be staffed throughout the emergency condition under the direction of the Director, Dr. Jill Jim, Navajo Department of Health; and,
 - b. The Navajo Department of Emergency Management Emergency Operation Center shall be activated to support the Navajo Department of Health Command Center; and,
 - c. All Navajo Nation Branches, Divisions, Departments, programs, offices, and Enterprises shall comply with and adhere to directives, instructions, and/or policies coming from the Navajo Department of Health as related to addressing COVID-19.
 2. The Navajo Nation has issued travel restrictions due to the COVID-19 virus which restricted or canceled all off-reservation travel and directed all Navajo Nation employees to return from current off-reservation travel; however, the action of surrounding States by restricting large gatherings and closure of government offices has heightened the concern of the spread of the COVID-19, as such:
 - a. All Navajo Nation government offices shall close to minimize the spread of the COVID-19 virus beginning March 16 to April 3, 2020 and only essential personnel as determined by the Division Director shall report to their respective duty stations – including Navajo Public Safety, Navajo Fire Department, Navajo Emergency Medical Services, Department of Emergency Management, Navajo Division of Finance, Navajo Division of Social Services, and those determined by the Branch Chiefs; and,
 - b. All non-essential Navajo Nation government employees, including non-certified Chapter employees, affected by this Executive Order shall be granted *Administrative Leave for the duration of the closure and are expected to refrain from* events, gatherings, or other areas where they may contract the COVID-19 virus; and,
 - c. The closure of Navajo Nation government offices may be extended beyond April 3, 2020 *on the recommendation of the Navajo Department of Health Command Operations Center and the Navajo Department of Emergency Management Operation Center.*
-

3. The Navajo Nation Board of Education declared an emergency affecting all schools on the Navajo Nation due to the spread of the COVID-19 virus and recommended, among other measures, the closure of all schools and educational facilities on the Navajo Nation to protect our children, their parents, and care givers, NNBEMA-608-2020, as such:
- a. Public Law 100-297 grant schools, Public Law 93-638 contract schools, and Bureau of Education operated schools shall be closed from March 16 to April 3, 2020; and,
 - b. Public schools, including grant schools, private schools, higher education institutions, early childhood programs, including CCDF, Head Start, FACE programs, and all after school programs located on the Navajo Nation shall be closed from March 16 to April 3, 2020; and,
 - c. Off reservation residential halls and dormitories for Navajo students operating under the authority of the Navajo Nation will follow the process and procedure for this host school district; and,
 - d. The Navajo Board of Education may recommend an extension of the closing of the schools and educational facilities beyond April 3, 2020.

The Divisions, Departments and Enterprises are responsible for implementing and ensuring compliance with this order.

The provisions of this order shall be implemented consistent with the laws of the Navajo Nation and in a manner that advances the highest welfare of the People.

EXECUTED this 13th day of March 2020


Jonathan Nez, President
THE NAVAJO NATION


Myron Lizer, Vice-President
THE NAVAJO NATION

ATTEST:


Doreen N. McPaul, Attorney General

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



CEM-20-03-11

RESOLUTION OF THE COMMISSION ON EMERGENCY MANAGEMENT

DECLARING A PUBLIC HEALTH STATE OF EMERGENCY FOR THE NAVAJO NATION DUE TO THE CONFIRMATION OF THE CORONAVIRUS DISEASE ("COVID-19") IN REGIONAL AREAS SURROUNDING THE NAVAJO NATION.

WHEREAS:

1. Pursuant to 2 N.N.C., § 881 the Navajo Nation Council established the Commission on Emergency Management, authorizing it to assess, verify, recommend and declare states of emergency with the concurrence of the President of the Navajo Nation; and
2. Pursuant to 2 N.N.C., § 883 (A) and (C) the Commission is empowered to coordinate immediate emergency and disaster relief services with Navajo Nation and non-tribal entities in conjunction with the Department of Emergency Management to recommend and deploy appropriate resources regarding natural and man-made emergencies; and
3. Pursuant to 2 N.N.C., § 884 (B), (2) the Commission on Emergency Management may seek assistance from federal, state, other tribal governments, and local and private agencies to address emergency and disaster related situations; and
4. The nature of the Coronavirus Disease ("COVID-19") is such that it has spread and increased globally, as indicated by the Centers for Disease Control & Prevention ("CDC"), the World Health Organization ("WHO"), and other public health organizations within the U.S. and regionally; and
5. In the U.S. the number of positive and presumptive positive cases have grown, with the rise in COVID-19 confirmed cases in Arizona, New Mexico, Utah, Colorado; and
6. No confirmed COVID-19 cases have been verified on the Navajo Nation and area Public Health Services are closely monitoring the situation; and
7. The Navajo Nation, in collaboration with various entities such as the U.S. Public Health Services Area Offices (Albuquerque, Navajo, Phoenix), CDC, state departments of health, Navajo Nation 638 Tribal Health Organizations and various other multi-agency groups, have organized an incident command approach to mitigate COVID-19 transmission on the Navajo Nation; and
8. In partial response to addressing the spread of COVID-19 on the Navajo Nation, a Navajo Department of Health ("NDOH") Command Operations Center has been established with an infrastructure to maintain situational awareness, conduct daily communication briefings among NDOH and key collaborative partners and, disseminate information to the public; and


9. The Navajo Department of Emergency Management (NDEM) Emergency Operation Center (EOC) shall be activated to support the Navajo Department of Health Command Center.
10. Locally, it is acknowledged and understood that the threat of transmission of COVID-19 needs to be mitigated to reduce risk of exposure to the Navajo People and the resultant consequential public health impacts.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Navajo Nation Commission on Emergency Management hereby declares a Public Health State of Emergency for the Navajo Nation due to the confirmation of the Coronavirus Disease ("COVID-19") in regional areas surrounding the Navajo Nation.
2. To address increased concerns of potential public health impacts due to risk and exposure to the COVID-19, especially to our older population, the Navajo Nation must encourage independent responsibility and action by the Navajo People in practicing recommended preemptive measures to minimize, prevent and reduce risk of exposure to and from the COVID-19.
3. The Navajo Nation population receives timely, consistent and correct information needed on the COVID-19 on preventive measures against contracting and spread of the virus, signs, symptoms and contacting local hospitals and clinics for reporting.
4. In declaring the Public Health State of Emergency, all Navajo Nation Branches, programs, departments will comply with and adhere to directives, instructions, and/or policies forthcoming from the Navajo Department of Health as related to addressing COVID-19.
5. The needs of the Navajo Nation are to be addressed in a manner so as to provide the necessary resources required to address said Declared Public Health State of Emergency. This includes, but not limited to, resources of personnel, medical supplies and equipment, monetary funding, and other resources as may be required to protect the health, safety and welfare of citizens of the Navajo Nation.


CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Commission on Emergency Management at a duly called meeting at Window Rock, Navajo Nation, Arizona, at which a quorum was present and that same passed by a vote of 4 approved, 0 opposed, and 0 abstained this 11th day of March 2020.


Herman Shorty, Chairperson
Commission on Emergency Management

Motion by: Dicky Bain
Second by: Ben Bennett

CONCURRENCE:


Jonathan Nez, President
THE NAVAJO NATION


Myron Lizer, Vice President
THE NAVAJO NATION



**DEPARTMENT OF DINÉ EDUCATION
THE NAVAJO NATION**

P.O. Box 670 · Window Rock, Arizona 86515
PHONE (928) 871 – 7475 · FAX (928) 871 – 7474



Jonathan Nez
President

Myron Lizer
Vice-President

NNBEMA-608-2020

**RESOLUTION OF THE
NAVAJO NATION BOARD OF EDUCATION**

Relating to Education; Declaration of an Emergency and Recommending the Closure of All Public Law 100-297 Grant Schools, Public Law 93-638 Contract Schools, Bureau of Indian Education-Operated Schools, Higher Education Institutions Operating on the Navajo Nation, All Public Schools (Including Charter Schools) Operating on the Navajo Nation, All Private Schools, All FACE Programs, Early Childhood Programs, Child Care Development Fund (CCDF) Programs, and Navajo Head Start Programs on the Navajo Nation for Three (3) Weeks; Tribally Controlled Residential Halls/Dormitories Shall Follow any Closure Procedures of Their Host School District.

WHEREAS:

1. The Department of Diné Education (hereinafter the "Department") is the administrative agency within the Navajo Nation with responsibility and authority for implementing and enforcing the educational laws of the Navajo Nation. 2 N.N.C. § 1801 (B); 10 N.N.C. § 107 (A). The Department is under the immediate direction of the Board. 10 N.N.C. § 107 (B).
2. The Navajo Nation Board of Education (hereinafter the "Board") is the education agent in the Executive Branch for the purposes of overseeing the operation of all schools serving the Navajo Nation. 10 N.N.C. § 106 (A). The Board carries out its duties and responsibilities through the Department of Diné Education. 10 N.N.C. § 106 (G)(3). In addition, "the Board [has the] general power to monitor the activities of all Bureau of Indian Affairs funded schools and local community school boards serving the Navajo Nation..." 10 N.N.C. § 106 (G)(1).
3. The Navajo Nation has substantial authority and broad jurisdiction to regulate all matters within its territorial boundaries pursuant to its inherent sovereignty and Treaty of 1868. This authority and jurisdiction include the ability to oversee and regulate matters regarding state public schools, Public Law 100-297 grant, Public Law 93-638 contract, Bureau of Indian Education-operated schools, high education institutions, and all FACE programs, early childhood education programs, and Navajo Head Start programs located on the Navajo Nation.
4. The Coronavirus disease ("COVID-19") is a global pandemic infecting substantial numbers of people, and has spread exponentially and increased globally, as indicated by the Centers for Disease

NAVAJO NATION BOARD OF EDUCATION

Priscilla B. Manuelito, **President** · Spencer W. Willie, **Vice President** · Dr. Victoria Yazzie, **Secretary**
Member: Sharon A. Toadecheenie · Marlene Burbank · Dr. Henry Fowler · Andrea K. Thomas
Freda Nells · Joan A. Gray · Emerson John · Dr. Pauletta White
Dr. Anselm Davis, *Acting Superintendent of Schools*

Control ("CDC") and World Health Organization ("WHO") and other public health organizations located within the United States and regionally.

5. At the moment, there are no confirmed or verified COVID-19 cases on the Navajo Nation and area public health services are closely monitoring the situation. The Navajo Nation, in collaboration with various entities such as the U.S. Public Health Service Area Offices (Albuquerque, Navajo, Phoenix), CDC, state departments of health, Navajo Nation 638 tribal health organizations, and other multi-agency groups have organized an incident command approach to mitigate COVID-19 transmission on the Navajo Nation.
6. On March 12, 2020, the New Mexico Public Education Department directed the closure of all New Mexico public and charter schools for three (3) weeks, effective March 16, 2020. On March 10, 2020, the Arizona Department of Education left it up to local school districts and governing boards on whether or not they should close schools. The Utah State Board of Education also has not ordered a state-wide closure of schools and left it up to the Utah Department of Health and local health departments who are empowered to close schools when necessary to protect public health. School districts are recommended to act in accordance with guidance from their corresponding local health departments in making the final decision as to whether conditions require the closure of schools.
7. Some Navajo Nation tribally controlled grant schools have decided to close their schools until further COVID-19 guidance and updates are provided. At the moment, BIE-operated schools have not closed any schools.
8. There are also five (5) Navajo Nation border-town residential halls/dormitories (Winslow Residential Hall, Kinteel Residential Campus, Kinlani Bordertown Dormitory, T'iisyaakin Residential Hall, Richfield Residential Hall) that host students attending public schools in their respective areas.
9. There are several higher education institutions operating on the Navajo Nation and serve substantial numbers of Navajo students. There are several private schools located on the Navajo Nation serving Navajo students.


NOW THEREFORE BE IT RESOLVED THAT:

1. The Navajo Nation Board of Education hereby declares an emergency and recommends the closure of all Public Law 100-297 grant schools, Public Law 93-638 contract schools, Bureau of Indian Education-operated schools, public schools (including charter schools) located on the Navajo Nation, private schools, higher education institutions operating on the Navajo Nation, early childhood programs including CCDF, Head Start, FACE Programs, and all after-school programs located on the Navajo Nation for three (3) weeks, effective March 16, 2020.

2. The Navajo Nation Board of Education further directs that off-residential halls/dormitories operating under the authority and jurisdiction of the Navajo Nation to follow to any closure processes/procedures of their host school district. If the host school district closes their schools, the residential hall/dormitory shall also close as well.
3. The Navajo Nation Board of Education further directs that all higher education institutions operating on the Navajo Nation to use web-based technology, video conferencing, or alternative means of delivering instruction.
4. The Navajo Nation Board of Education hereby recommends and empowers the Superintendent of Schools to take any actions deemed necessary and proper to carry out the purposes of this resolution and directive.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Board of Education of the Navajo Nation at a duly called meeting at Window Rock, Arizona (Navajo Nation) at which a quorum was present, motion by Dr. Pauletta White and seconded by Andrea K. Thomas and that the same was passed by a vote of 7 in favor; 0 opposed; 0 abstained, this 13th day of March 2020.


Priscilla B. Manuelito, President
Navajo Nation Board of Education



PROCLAMATIONS

Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak

Issued on: March 13, 2020



In December 2019, a novel
(*new*) coronavirus known as
SARS-CoV-2 (“the virus”) was
first detected in Wuhan, Hubei
Province, People’s Republic of
China, causing outbreaks of
the coronavirus disease
COVID-19 that has now spread

globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People's Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal *Government, along with State* and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for

individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation's communities threatens to strain our Nation's healthcare systems. As of March 12, 2020, 1,645 people from 47 States have *been infected with the virus* that causes COVID-19. It is incumbent on hospitals and

medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

Section 1. Emergency

Authority. The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

Sec. 2. Certification and

Notice. In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by *section 1135(d) of the SSA (42 U.S.C. 1320b-5(d))*.

Sec. 3. General Provisions.

(a) Nothing in this proclamation shall be construed to impair or

otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any

other person. ,

IN WITNESS WHEREOF, I have
hereunto set my hand this
thirteenth day of March, in the
year of our Lord two thousand
twenty, and of the
Independence of the United
States of America the two
hundred and forty-fourth.

DONALD J. TRUMP



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New Mexico schools to temporarily close

Mar 12, 2020 | Press Releases

Governor, education & health officials to address the public Friday morning

SANTA FE – Gov. Michelle Lujan Grisham, the New Mexico Public Education Department and the New Mexico Department of Health on Thursday announced that New Mexico K-12 public schools will close for three weeks beginning Monday, March 16, in response to the ongoing international novel *coronavirus pandemic*. *The closure will begin at the end of the school day tomorrow, Friday, March 13.*

Gov. Lujan Grisham and state officials will be holding a news conference at 10 a.m. on Friday morning to announce additional details.

The press conference will be streamed live at www.facebook.com/GovMLG/.

As of Thursday evening, New Mexico has had six presumptive positive tests for COVID-19.

State Cabinet secretaries' ongoing work of developing telework policies specific to their agencies will not be affected by this decision; state

government services will remain in place at this time.

The governor's office and state officials will send another notice with additional details following the news conference.

"This is a proactive measure to limit the potential community spread of COVID-19," said Education Secretary Ryan Stewart. "We have seen other states take this measure after they have experienced community spread of this virus. New Mexico is going to be proactive and do everything we can to prevent the potential spread of the virus. I have been in communication with all of our superintendents about this proactive step, and we are all going to work together to address this public health challenge."

"We are advising the public of this forthcoming announcement tonight so that parents and students can prepare for this upcoming change and begin to make arrangements," Gov. Lujan Grisham said. "We will be informing the public of additional measures that the state will be taking to ease the burden on families and educators and ensure that children continue to be fed and cared for."

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New Mexico announces expanded testing for COVID-19

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CONTACT

The Office of Governor Michelle Lujan Grisham is located on the fourth floor of the New Mexico State Capitol in Room 400.

Address:

490 Old Santa Fe Trail Room 400
Santa Fe, NM 87501

Phone: (505) 476-2200

Toll free: (833) 520-0020

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Gary Richard Herbert

EXECUTIVE ORDER

Declaring a State of Emergency Due to Infectious Disease COVID-19 Novel Coronavirus

WHEREAS, On January 21, 2020, the Utah Department of Health activated its Department Operations Center in response to the evolving the global outbreak of novel coronavirus;

WHEREAS, The Utah Department of Health recognizes COVID-19 as a threat to the health and safety of the residents of Utah;

WHEREAS, Although no confirmed cases have been diagnosed in the state, the Utah Department of Health, local health departments, and health and medical partners have activated response plans and protocols to prepare for the likely arrival of the virus in Utah;

WHEREAS, These partners have also worked to identify, contact, and test individuals in the State of Utah who have been potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC);

WHEREAS, Proactively implementing mitigation measures to slow the spread of the virus is in the best interests of the state of Utah and its people;

WHEREAS, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person;

WHEREAS, The CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as "high," and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States;

WHEREAS, On January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning on January 27, 2020;

WHEREAS, As of March 6, 2020, the CDC indicates there are over 100,000 confirmed cases of COVID-19 worldwide, with over 200 of those cases in the United States;

WHEREAS, On February 28, 2020, the State Emergency Operations Center raised its activation level to Level 3 - Elevated Action and the Utah Division of Emergency Management and Department of Health activated a Joint Information System for public information;

WHEREAS, The Utah Department of Public Safety, Division of Emergency Management, State Emergency Operations Center, is coordinating resources across state government to support the Utah Department of Health and local officials in alleviating the impacts to people, property, and infrastructure, and is assessing the magnitude and long-term effects of the incident with the Utah Department of Health;

WHEREAS, The State of Utah has implemented the Utah COVID-19 Community Task Force to coordinate the response to the incident throughout the entire state and among all levels of government;

WHEREAS, the circumstances of this outbreak may exceed the capacity of the services, personnel, equipment, supplies and facilities of any single city, county, or city and county, and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS, these conditions do create a "State of Emergency" within the intent of the Disaster Response and Recovery Act found in Title 53, Chapter 2a of the Utah Code Annotated 1953, as amended:

NOW, THEREFORE, I, Gary R. Herbert, Governor of the State of Utah, declare a "State of Emergency" due to the aforesaid circumstances requiring aid, assistance, and relief available from State resources and hereby order:

The continued execution of the State Emergency Operations Plan;

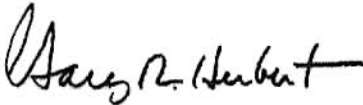
Assistance from State government to political subdivisions as needed and coordinated by the Utah Department of Health, the Utah Department of Public Safety, and other state agencies as necessary;

The continued dissemination of timely and accurate information by state agencies to the public that will slow the spread of COVID-19, prevent unnecessary confusion and alarm, and mitigate impacts to the economy;

The continued outreach and assistance to the populations most vulnerable to COVID-19; and

Coordination with local authorities and the private sector to maximize access to appropriate medical care while preserving critical services for those most in need.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Utah. Done in Salt Lake City, Utah, on this, the 6th day of March, 2020.



Gary R. Herbert
Governor, State of Utah



ATTEST:
Spencer J. Cox
Lieutenant Governor, State of Utah

GOVERNOR DOUGLAS A. DUCEY

STATE OF ARIZONA
★
EXECUTIVE ORDER

Executive Order 2020-07

Proactive Measures to Protect Against COVID-19

WHEREAS, on January 31, 2020, Secretary Alex Azar of the United States Department of Health and Human Services, declared a public health emergency to address the 2019 novel coronavirus (COVID-19); and

WHEREAS, on March 11, 2020, I, as Governor of the State of Arizona, issued a declaration of Public Health Emergency due to the necessity to prepare for, prevent, respond to, and mitigate the spread of COVID-19; and

WHEREAS, as of March 11, 2020, there have been 9 diagnosed cases of COVID-19 in Arizona including cases of community spread, and it is likely that there will continue to be additional cases diagnosed; and

WHEREAS, COVID-19 is contagious and can be fatal; and

WHEREAS, the elderly population and those with serious underlying health conditions are most at risk from COVID-19; and

WHEREAS, it is important to institute enhanced protections at facilities that treat and house populations most at risk if they contract COVID-19; and

WHEREAS, it is necessary that all Arizonans who need to be tested for COVID-19 have access to testing that is covered by their healthcare insurance and that both providers and consumers are not subject to price gouging as it relates to COVID-19 diagnosis and treatment related services; and

WHEREAS, visits by telemedicine can reduce the spread of disease by allowing potentially contagious patients to see a doctor without visiting an office, clinic, urgent care center or hospital where other individuals could be exposed.

NOW THEREFORE I, Douglas A. Ducey, Governor of the State of Arizona, by virtue of the authority vested in me by the Constitution and laws of this state hereby order as follows:

1. The Department of Health Services shall issue emergency rules for skilled nursing facilities, intermediate care facilities and assisted living facilities to implement visitor policies designed to prevent the spread of COVID-19 including:

- a. Instituting policies to require screening and triage before entry by staff, visitors, vendors, and contractors;
- b. Establishing disinfectant schedules for frequently touched surfaces; and
- c. Establishing policies of distancing patients who exhibit symptoms of COVID-19 from other patients in common areas.

2. The Department of Health Services in conjunction with the Department of Insurance shall require that all insurers regulated by the State cover COVID-19 diagnostic testing from all qualified laboratories without regard to whether the laboratory is in-network.

3. The Department of Health Services in conjunction with the Department of Insurance shall require that all insurers regulated by the State waive all cost-sharing requirements for consumers related to COVID-19 diagnostic testing.

4. The Department of Health Services in conjunction with the Department of Insurance shall require that all insurers regulated by the State cover telemedicine visits at a lower cost-sharing point for consumers than the same in-office service to encourage utilization of telemedicine for the duration of the state's public health emergency.

5. The Department of Health Services and all Arizona health regulatory boards shall prohibit, investigate, and take action against any licensed health professional or healthcare institution that engages in price gouging in relation to COVID-19 diagnosis and treatment-related services. In this context, price gouging is defined as the provider or institution charging a grossly higher price than that which was charged before the onset of the emergency.


6. The Attorney General shall investigate and vigorously prosecute complaints of consumer fraud in relation to COVID-19 diagnosis and treatment-related services under the consumer protection laws.

7. This executive order shall expire upon the termination of the Declaration of Public Health Emergency related to COVID-19 and dated March 11, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

ATTEST:



GOVERNOR



DONE at the Capitol in Phoenix on this 11th day of March in the Year Two Thousand Twenty and of the Independence of the United States of America the Year Two Hundred and Forty-Fourth.

ATTEST:



Secretary of State

DECLARATION OF EMERGENCY

COVID-19

WHEREAS, the World Health Organization declared a Public Health Emergency of International Concern on January 30, 2020, the United States Department of Health and Human Services declared a Public Health Emergency related to the COVID-19 outbreak on January 31, 2020, and the World Health Organization officially declared a pandemic due to COVID-19 on March 11, 2020; and

WHEREAS, globally there are 124,908 total confirmed cases and 4,591 total deaths to-date related to COVID-19, and the situation is rapidly evolving with person-to-person transmission and continued community transmission; and

WHEREAS, COVID-19 was first discovered in Wuhan, China, and is known to cause respiratory illness, which can result in severe disease complications and death; and

WHEREAS, Arizona is proactively leading on the COVID-19 response in the United States, as the third of 39 states that have confirmed cases of COVID-19; and

WHEREAS, the Arizona Department of Health Services and local public health departments have identified 9 cases of COVID-19, including cases spreading in the community, and have additional patients under investigation linked to the global outbreak; and

WHEREAS, COVID-19 poses a serious public health threat for infectious disease spread to Arizona residents and visitors if proper precautions recommended by public health are not followed; and

WHEREAS, the Arizona Department of Health Services in partnership with the Centers for Disease Control and Prevention (CDC) and local public health departments have implemented disease surveillance and testing for confirmed COVID-19 case(s) and patients under investigation; and

WHEREAS, in Arizona, public health and health care systems have identified precautions and interventions that can mitigate the spread of COVID-19; and

WHEREAS, the Arizona Department of Health Services requires a more robust and integrated response to successfully combat the COVID-19 outbreak; and

WHEREAS, the Governor and the Director of the Arizona Department of Health Services have reasonable cause to believe the spread of COVID-19 can lead to severe respiratory illness, disease complications, and death for Arizona residents, particularly those with underlying medical conditions or the elderly; and

WHEREAS, it is necessary and appropriate to take action to ensure the spread of COVID-19 is controlled and that the residents of Arizona remain safe and healthy; and

WHEREAS, the Governor is authorized to declare an emergency pursuant to A.R.S. § 26-303(D) and in accordance with A.R.S. § 26-301(15).

WHEREAS, pursuant to A.R.S. § 26-307(A), a state agency, when designated by the Governor, may make, amend and rescind orders, rules and regulations necessary for emergency functions;

WHEREAS, pursuant to A.R.S. § 36-787(A), during a state of emergency declared by the Governor as a result of an occurrence or imminent threat of illness or health condition caused by an epidemic that poses a substantial risk of a significant number of human fatalities or incidents of permanent or long-term disability, the Arizona Department of Health Services shall coordinate all matters pertaining to the public health emergency response of the State; and

WHEREAS, pursuant to A.R.S. § 36-787(B) and (C), during a state of emergency declared by the Governor, the Governor, in consultation with the Director of the Arizona Department of Health Services, may issue orders pertaining to the public health emergency response of the State; and

WHEREAS, pursuant A.R.S. §§ 36-788 and 36-789, during a state of emergency declared by the Governor, the Arizona Department of Health Services, to protect the public health, may establish and maintain places of isolation and quarantine and require the isolation or quarantine of any person who has contracted or been exposed to a highly contagious and fatal disease;

WHEREAS, the Legislature has authorized the expenditure of funds in an event of an emergency pursuant to A.R.S. § 35-192; and

WHEREAS, Executive Order 2017-06 establishes the Arizona Emergency Response and Recovery Plan to assist in responding to emergencies including public health emergencies; and

NOW, THEREFORE I, Douglas A. Ducey, Governor of the State of Arizona, by virtue of the *authority vested in me by the Constitution and Laws of the State*, do hereby determine that the *COVID-19* outbreak presents conditions in Arizona, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city or town, and which require the combined efforts of the State and the political subdivision, and thus justifies a declaration of a State of Emergency; accordingly, pursuant to A.R.S. §§ 26-303(D) and 36-787, I do hereby:

- a. Declare that a State of Emergency exists in Arizona due to the *COVID-19* outbreak, effective March 11, 2020; and
- b. Direct that the State of Arizona Emergency Response and Recovery Plan be used, and the Division of Emergency Management to be engaged, as necessary or requested, to assist the Arizona Department of Health Services' coordination of the public health emergency response and authorize the use of state assets as necessary; and

- c. Authorize the Director of the Arizona Department of Health Services to coordinate all matters pertaining to the public health emergency response of the State in accordance with A.R.S. Title 36, Chapter 6, Article 9;

This Emergency Declaration will be eligible for termination upon the resolution of the outbreak as determined by the Arizona Department of Health Services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

ATTEST:



GOVERNOR

DONE at the Capitol in Phoenix on this 11th day of March in the Year Two Thousand Twenty and of the Independence of the United States of America the Year Two Hundred and Forty-Fourth.

ATTEST:



Secretary of State



ATTACHMENT C

THE NAVAJO NATION

JONATHAN NEZ | PRESIDENT MYRON LIZER | VICE PRESIDENT



March 13, 2020

Quincy Natay, Chairman
Navajo Nation Gaming Enterprise
PO Box 22220
Flagstaff, AZ 86001

Brian D. Parrish, Chief Executive Officer
Navajo Nation Gaming Enterprise
PO Box 22220
Flagstaff, AZ 86001

Dear Chairman Natay, and Chief Executive Officer Mr. Parrish,

Based on the continuing global and national spread of the COVID-19 virus, we advise the Navajo Nation Gaming Enterprise to close casino facilities in New Mexico and Arizona, and to keep essential employees on regular duty to ensure the continued necessary operations and security of Navajo gaming and gaming facilities.

We do not make this advisement lightly. We understand the economic impacts, however, the health and well-being of the Navajo Nation and its citizens, especially our Navajo elders, is paramount. Furthermore, the health of our Navajo gaming employees and the health of their families is critically important.

As you may be aware, we have taken the extraordinary steps to protect the health and well-being of the Navajo Nation with this Wednesday's declaration of public health emergency, travel restrictions, and self-monitoring for Navajo people who are returning from COVID-19 hotspots. Our advisement is in alignment with the actions we have taken to protect all people from the potential spread of the COVID-19 virus.

If you have any questions or if I can provide additional information, please feel free to contact us at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Nez".

Jonathan Nez, President
THE NAVAJO NATION

A handwritten signature in black ink, appearing to read "Myron Lizer".

Myron Lizer, Vice President
THE NAVAJO NATION

ATTACHMENT D

RESOLUTION OF THE
NAVAJO NATION GAMING ENTERPRISE BOARD OF DIRECTORS

APPROVING THE TEMPORARY CLOSURE TO THE GENERAL PUBLIC OF THE NAVAJO CASINO FACILITIES (FIRE ROCK NAVAJO CASINO, FLOWING WATER NAVAJO CASINO, NORTHERN EDGE NAVAJO CASINO AND TWIN ARROWS NAVAJO CASINO RESORT) FOR A THREE-WEEK PERIOD BEGINNING MARCH 17, 2020 NOON AND ENDING APRIL 6, 2020 FOR THE HEALTH, SAFETY AND WELFARE OF EMPLOYEES AND GUESTS, AND DIRECTING THE INTERIM CHIEF EXECUTIVE OFFICER TO PROVIDE AND IMPLEMENT A CLOSURE AND REOPENING PLAN AND TO PROVIDE PERIODIC UPDATES TO THE BOARD OF DIRECTORS

WHEREAS, the Navajo Nation Gaming Enterprise ("Enterprise") is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise (5 N.N.C. §1707); and

WHEREAS, the Enterprise Board of Directors ("Board") exclusively oversees the business and affairs of the Enterprise, and is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise and for periodically reviewing and evaluating management results. (5 N.N.C. §1707); and

WHEREAS, the Enterprise Chief Executive Officer ("CEO") shall exercise his best judgment to determine the manner by which general policies set forth by the Board are to be implemented, effectuated, and to organize the operation of the Enterprise into business units (casino facilities, etc.) each with its own specific duties and responsibilities (5 N.N.C. §1707); and

WHEREAS, the Enterprise is concerned about the continuing and growing national and international transmission of the COVID-19 virus, and the threat of its impact upon the health, safety and welfare of Enterprise employees and guests; and

WHEREAS, the Interim CEO and Enterprise management developed the details of a proposed two-week closure plan for the Navajo casino facilities, which includes the recommendation for two-weeks of administrative leave with pay for all active employees; and

WHEREAS, Honorable Navajo Nation President Jonathan Nez attended the March 16, 2020 Enterprise Special Board meeting and requested a three-week closure as soon as possible to coincide with the Navajo Nation Executive Order and the Navajo Nation timeline for closure and, in exchange, President Nez agreed to support and send a letter to applicable Navajo Nation officials and entities supporting a one-year waiver of debt service of the Navajo Nation amended gaming loan agreement, and amendments to the Navajo Tribal Utility Authority loans; and

WHEREAS, consistent with the request of Honorable Navajo Nation President Johnathan Nez, the Board finds that it is in the best interest of the Enterprise and the Navajo Nation to temporarily close the Navajo gaming facilities to the public for a three-week period for the health, safety and welfare of its employees and guests.

NOW THEREFORE BE IT RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby approves the temporary closure to the public of the casino facilities (Fire Rock Navajo Casino, Flowing Water Navajo Casino, Northern Edge Navajo Casino and Twin Arrows Navajo Casino Resort) for a three-week period beginning March 17, 2020 noon and ending April 6, 2020 for the health, safety and welfare of its employees and guests; and approves three-weeks of administrative leave with pay for all active employees.

NOW THEREFORE BE IT FURTHER RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby directs the Interim Chief Executive Officer to provide and implement a casino facility closure and reopening plan, to include administrative leave with pay for all active employees, and to provide periodic updates to the Board of Directors.

NOW THEREFORE BE IT FINALLY RESOLVED, Navajo Nation Gaming Enterprise Board of Directors hereby authorizes a continued review of the eventual re-opening of the Navajo casino facilities in coordination with the Navajo Nation.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Gaming Enterprise Board of Directors, at a duly called meeting, at which a quorum was present, and the same was passed by a vote of 8 in favor, 0 opposed and 0 abstained, this 16th day of March 2020.



Quincy Natay, Chairman
Navajo Nation Gaming Enterprise
Board of Directors

Motion: Herbert Clah, Jr.
Second: Affie Ellis

ATTACHMENT E



EXECUTIVE ORDER NO. 002-20

**EXTENDING THE DECLARATION OF A STATE OF EMERGENCY DUE TO
THE COVID-19 VIRUS ON THE NAVAJO NATION, EXTENDING THE
CLOSURE OF NAVAJO NATION GOVERNMENT OFFICES AND RELATED
ENTITIES**

**NAVAJO NATION OFFICE OF THE PRESIDENT AND VICE PRESIDENT
MARCH 31, 2020**

WHEREAS:

1. The President of the Navajo Nation serves as the Chief Executive Officer for the Executive Branch of the Navajo Nation government with full authority to conduct, supervise, and coordinate personnel and program matters. 2.N.N.C. §1005 (A);
2. The President shall have the power to issue an executive order for the purpose of interpreting, implementing or giving administrative effect to statutes of the Navajo Nation in the manner set forth in such statutes. 2.N.N.C. §1005 (C)(14);
3. With the concurrence of the President of the Navajo Nation, the Emergency Management Commission shall have the power to declare a state of emergency affecting the Navajo Nation and to obtain, coordinate and oversee assistance, whether in the form of goods, services, equipment, motor vehicles, or personnel, from all Divisions, Departments and Enterprises of the Navajo Nation for use in addressing the requirements of the People in any declared emergency. 2 N.N.C. § 884(B)(1)(3);
4. The Emergency Management Commission declared an emergency due to the confirmation of the coronavirus disease (COVID-19) in regional areas surrounding the Navajo Nation. 2 N.N.C. § 884(B)(1), *See* Emergency Management Commission resolution CEM 20-03-11;
5. An Executive Order shall have the force of law upon the recipient. 2 N.N.C. § 1005(C)(14).

THEREFORE:

I, Jonathan Nez, President of the Navajo Nation and I, Myron Lizer, Vice President of the Navajo Nation, by the authority vested in us, hereby issue the following order:

1. With the Declaration of a State of Emergency by the Emergency Management Commission, CEM-20-03-11, and Public Health Emergency Orders No. 2020-003 and

No. 2020-004, the public health state of emergency affecting the Navajo Nation citizens and residents due to confirmation of the spread of the COVID-19 virus in and surrounding the Navajo Nation is extended, as such:

- a. The Navajo Nation Health Command Operations Center shall be staffed throughout the emergency condition under the direction of David Nez, Health Command Center Manager with support from Director, Dr. Jill Jim, Navajo Department of Health; and,
 - b. The Navajo Department of Emergency Management Emergency Operation Center shall be activated to support the Navajo Health Command Operations Center; and,
 - c. All Navajo Nation Branches, Divisions, Departments, programs, offices, non-certified Chapters, Enterprises, and Navajo casinos shall comply with and adhere to directives, instructions, and/or policies coming from the Navajo Health Command Operations Center as related to addressing COVID-19.
2. The Navajo Nation previously issued travel restrictions due to the COVID-19 virus which restricted or canceled all off-reservation travel and directed all Navajo Nation employees to return from current off-reservation travel; however, the COVID-19 virus continues to spread throughout the Navajo Nation. The action of the Navajo Nation and surrounding States, restricting large gatherings and closure of government offices, has had effect on the spread of the COVID-19, as such:
- a. All Navajo Nation government offices shall remain closed to minimize the spread of the COVID-19 virus. This closure shall extend from April 3, 2020 to April 26, 2020 and only Essential Personnel, as determined by the respective Division Director, shall report to their respective duty stations, including, but not limited to, Navajo Public Safety, Navajo Fire Department, Navajo Emergency Medical Services, Department of Emergency Management, Navajo Division of Natural Resources, Navajo Division of Finance, Navajo Division of Social Services, Navajo Division of Human Services, Department of Diné Education, and those determined by the Branch Chiefs; and,
 - b. All Non-Essential Navajo Nation government employees, including non-governance certified Chapter employees, affected by this Executive Order shall be granted Administrative Leave for the duration of the closure and are expected to refrain from events, gatherings, or other areas where they may contract the COVID-19 virus, and to observe and follow all Public Health Emergency Orders; and,
 - c. The closure of Navajo Nation government offices may be extended beyond April 26, 2020 on the recommendation of the Navajo Health Command Operations Center and the Navajo Department of Emergency Management Operation Center.
3. All Navajo Nation Divisions, Departments, Programs, Offices, non-governance certified Chapters, Enterprises, and Navajo casinos shall follow the direction of the

Public Health Emergency Orders requiring all Navajo citizens to limit their movement which means staying at home and leaving for Essential Activities only; and comply with the curfew hours by staying home between the hours of 8:00 P.M. and 5:00 A.M. MDST.

4. The Navajo Nation Board of Education declared an emergency affecting all schools on the Navajo Nation due to the spread of the COVID-19 virus and recommended, among other measures, the closure of all schools and educational facilities on the Navajo Nation to protect our children, their parents, and care givers, NNBEMA-608-2020; in addition, the States of Arizona (H.B. 2910), New Mexico (Executive Order 2020-12), and Utah issued statewide school closure for the remainder of the 2020 school year that affect the Navajo Nation, as such:

We strongly recommend and urge the Navajo Board of Education to extend the closing of the schools and educational facilities for the remainder of this school year which shall include:

- a. Public Law 100-297 grant schools, Public Law 93-638 contract schools, and Bureau of Education operated schools be closed for the remainder of the 2020 school year; and,
- b. Public schools, including grant schools, private schools, higher education institutions, early childhood programs, including CCDF, Head Start, FACE programs, and all after school programs located on the Navajo Nation be closed for the remainder of the 2020 school year; and,
- c. Off reservation residential halls and dormitories for Navajo students operating under the authority of the Navajo Nation will follow the process and procedure for this host school district.

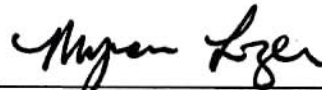
The Navajo Nation Divisions, Departments, Programs, Offices, non-governance certified Chapters, Enterprises, and Navajo casinos are responsible for implementing and ensuring compliance with this order.

The provisions of this order shall be implemented consistent with the laws of the Navajo Nation and in a manner that advances the highest welfare of the People.

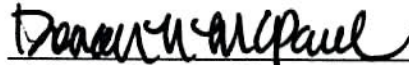
EXECUTED this 31st day of March 2020



Jonathan Nez, *President*
THE NAVAJO NATION



Myron Lizer, *Vice-President*
THE NAVAJO NATION

ATTEST: 
Doreen N. McPaul, *Attorney General*
Navajo Nation Department of Justice

ATTACHMENT F

RESOLUTION OF THE
NAVAJO NATION GAMING ENTERPRISE BOARD OF DIRECTORS

APPROVING AN EXTENSION OF THE TEMPORARY CLOSURE TO THE GENERAL PUBLIC OF THE NAVAJO CASINO FACILITIES (FIRE ROCK NAVAJO CASINO, FLOWING WATER NAVAJO CASINO, NORTHERN EDGE NAVAJO CASINO AND TWIN ARROWS NAVAJO CASINO RESORT) FOR ANOTHER THREE-WEEK PERIOD BEGINNING APRIL 7, 2020 AND ENDING APRIL 30, 2020 FOR THE HEALTH, SAFETY AND WELFARE OF EMPLOYEES AND GUESTS

WHEREAS, the Navajo Nation Gaming Enterprise ("Enterprise") is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise (5 N.N.C. §1707); and

WHEREAS, the Enterprise Board of Directors ("Board") exclusively oversees the business and affairs of the Enterprise, and is responsible for establishing overall policies and objectives for the management of the affairs and assets of the Enterprise and for periodically reviewing and evaluating management results. (5 N.N.C. §1707); and

WHEREAS, the Enterprise Chief Executive Officer ("CEO") shall exercise his best judgment to determine the manner by which general policies set forth by the Board are to be implemented, effectuated, and to organize the operation of the Enterprise into business units (casino facilities, etc.) each with its own specific duties and responsibilities (5 N.N.C. §1707); and

WHEREAS, the Enterprise is concerned about the continuing and growing national and international transmission of the COVID-19 virus, and the threat of its impact upon the health, safety and welfare of Enterprise employees and guests; and

WHEREAS, the Board by Resolution NNGEMAR-001-20 approved a three-week closure and administrative leave with pay for all active employees of the Navajo Nation Gaming Enterprise for the health, safety and welfare of the employees from March 17, 2020 and ending April 6, 2020; and

WHEREAS, Honorable Navajo Nation Vice-President Myron Lizer attended the March 31, 2020 Enterprise Special Board meeting and supported another three-week closure; and

WHEREAS, the Board finds that it is in the best interest of the Enterprise and the general public to approve an extension of temporary closure and administrative leave with pay for all active employees from April 7, 2020 through April 30, 2020;

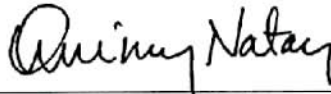
NOW THEREFORE BE IT RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby approves the extended closure to the public of the casino facilities (Fire Rock Navajo Casino, Flowing Water Navajo Casino, Northern Edge Navajo Casino and Twin Arrows Navajo Casino Resort) for a three-week period from April 7, 2020 and ending April 30, 2020 for the health, safety and welfare of its employees and guests; and

NOW THEREFORE BE IT FURTHER RESOLVED, the Navajo Nation Gaming Enterprise Board of Directors hereby approves an extension of three weeks of administrative leave with pay for all active employees of the Navajo Nation Gaming Enterprise for the health, safety and welfare of the employees beginning April 7, 2020 and ending April 30, 2020; and

NOW THEREFORE BE IT FINALLY RESOLVED, Navajo Nation Gaming Enterprise Board of Directors hereby authorizes a continued review of the eventual re-opening of the Navajo casino facilities in coordination with the Navajo Nation.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the Navajo Nation Gaming Enterprise Board of Directors, at a duly called meeting, at which a quorum was present, and the same was passed by a vote of 8 in favor, 0 opposed and 0 abstained, this 31st day of March 2020.



Quincy Natay, Chairman
Navajo Nation Gaming Enterprise
Board of Directors

Motion: Robert Winter
Second: Herbert Clah, Jr.

BUDGET AND FINANCE COMMITTEE

18 June 2020

Special Meeting

VOTE TALLY SHEET:

Legislation No. 0127-20: An Action Relating to the Budget and Finance Committee; As recommended by the Navajo Nation Investment Committee, authorizing the Controller, on behalf of the Navajo Nation, to consent to Navajo Nation Gaming Enterprise's (NNGE) request for the Navajo Nation to waive section 5.9 of the Gaming Loan Agreement between the Nation and NNGE and to forbear from enforcing certain covenants under the Gaming Loan Agreement and the Sihasin Fund Loan Agreement from March 17, 2020 through October 30, 2020 *Sponsored by Jamie Henio, Council Delegate*

Motion: Elmer P. Begay

Second: Nathaniel Brown

Vote: 3-1, Vice Chairman not voting


Vote Tally:

Jamie Henio	yea	
Jimmy Yellowhair	yea	
Raymond Smith Jr.		
Elmer P. Begay	yea	
Amber K. Crotty		nay
Nathaniel Brown		

Absent: Nathaniel Brown



Raymond Smith, Jr., Vice Chairman
Budget & Finance Committee



Peggy Nakai, Legislative Advisor
Budget & Finance Committee