

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
OF THE 23rd NAVAJO NATION COUNCIL --- FIRST YEAR, 2015

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE
MODIFICATION TO SUBLEASE NO. FD-99-192A FOR GIANT FOUR CORNERS,
INC. AND RICHARD BOWMAN TO SET RENTAL FEE TO EXCLUDE PERCENTAGE
RENT ON GASOLINE SALES

BE IT ENACTED:

Section One. Findings

- A. The Resources Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. §500(A).
- B. The Resources Committee of the Navajo Nation Council is empowered to grant final approval for non-mineral leases. 2 N.N.C. §501(B)(2).
- C. Giant Four Corners, Inc. and Richard Bowman have requested that the Resources and Development Committee modify its Business Site Sublease No. FD-99-192A to exclude percentage rent on gasoline sales from rental fees. The Sublease Modification is attached as Exhibit A.
- D. An Executive Summary is attached as Exhibit B. A letter from Roger K. Burton dated May 9, 2014 is attached as Exhibit C. A copy of the Assignment of Limited Liability Company Interest from Thriftway Marketing Corp. to Assignee Giant Four Corners, Inc., dated September 30, 1999 is attached as Exhibit D.
- E. A copy of Sublease FD-99-192A dated April 15, 1999 is attached as Exhibit E.
- F. A Certificate of Good Standing issued by the Director of the Navajo Nation Business Regulatory Office dated December 18, 2013 is attached as Exhibit F. A copy of the Navajo Business and Procurement Act clearance check dated May 12, 2014 is attached as Exhibit G.

Section Two. Approval

- A. The Navajo Nation hereby approves the Modification to Sublease No. FD-99-192A, as set forth in the documents as Exhibit A, setting rental to exclude percentage rent on gasoline sales.
- B. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute this Sublease Modification and all other documents necessary to effectuate the intent of this resolution.

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at Navajo Nation Council Chambers, Window Rock, Navajo Nation (Arizona), at which quorum was present and that same was passed by a vote of 3 in favor, 2 opposed, 0 abstain this 7th day of July, 2015.

A handwritten signature in blue ink, appearing to read 'Alton Joe Shepherd', with a long horizontal line extending to the right.

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

Motion: Honorable Leonard H. Pete
Second: Honorable Benjamin Bennett
Vote: 3-2 (Chairman Not Voting)



SUBLEASE MODIFICATION
SUBLEASE NO. FD-99-192A

It is hereby agreed by and between the Navajo Nation, Lessor, and Sublessor, **Richard Bowman, P.O. Box 65, Mexican Springs, NM 87320**, and Giant Four Corners, Inc. (an Arizona Corporation), Sublessee, and **Bond Safeguard Insurance Company**, Surety, that the Lease covering **Lease Number FD-99-192A**, be modified this **5th** day of **March 2014** to provide:

Amendment to Section 4. **RENTAL** to exclude percentage rent on gasoline sales to read as follows:

The Sublessee shall pay to the Navajo Nation as additional rental hereunder the greater of the following amounts as annual contract rent:

Three and one-quarter percent (3¼%) of gross receipts on grocery and non-gasoline convenience store items sold from the lease site.

(b) The sum of **\$2,500.00** as Guaranteed Minimum Annual Rental (GMAR) hereunder.

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

Surety, Attorney-in-Fact

Richard Bowman, Sublessor

DATE: _____

Giant Four Corners, Inc. Sublessee

DATE: _____

NAVAJO NATION, LESSOR

By: _____
President, Navajo Nation

Date: _____

APPROVED: _____
Pursuant to Secretarial Redelegation Order 209
DM 8, 230 DM 1 and 3 IAM 4.

Regional Director, Navajo Region
Bureau of Indian Affairs

POWER OF ATTORNEY AO 66727

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: David G. Jensen, Maryann Carafello, Brandy L. Balch, Ethan Mitchell Baker *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

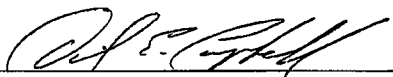
Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7th day of November, 2001.

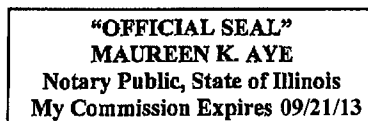


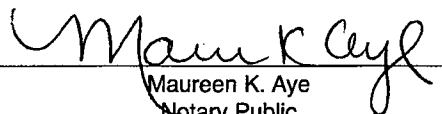
BOND SAFEGUARD INSURANCE COMPANY

BY 
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



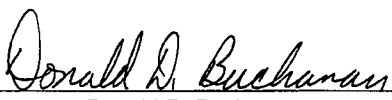

Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 17th Day of December, 20 09




Donald D. Buchanan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/23/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (866) 283-7122 FAX
(A/C. No.): (800) 363-0105

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Western Refining, Inc.
1250 W. Washington St., #101
Tempe AZ 85281 USA

INSURER A:	ACE American Insurance Company	22667
INSURER B:	ACE Property & Casualty Insurance Co.	20699
INSURER C:	Westchester Surplus Lines Ins Co	10172
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570051059233

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		XSLG2702354A GL Certs Only Pol Agg SIR applies per policy terms & conditions	09/01/2013	09/01/2014	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$15,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> Comp50000 DED <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS 50000 DED		ISA H08721981 Auto AOS	09/01/2013	09/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$1,000,000 <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE		XOOG27319324 Umbrella	09/01/2013	09/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLRC4732287A Workers' Comp - AOS	09/01/2013	09/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Excess WC		WCUC47322911 Excess WC New Mexico SIR applies per policy terms & conditions	09/01/2013	09/01/2014	EL Each Accident \$1,000,000 EL Disease - Ea Emp \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Fuel retailer license for stores: 106 Rock Point 107 Many Farms 108 Ft. Defiance 601 Window Rock 202 Shiprock 254 Dilkon 233 Kayenta 251 Tohatchi 252 Ganado 255 Chinle 266 Newcomb 267 Chinle 253 Lukachukai 505 White Cone Holbrook 506 Tuba City. Navajo Nation Office of Tax Commission is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

Navajo Nation Office of Tax Commission
Attn: Tax Commission
PO Box 1903
Window Rock AZ 86515 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier : Navajo Nation O

Certificate No : 570051059233



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Western Refining, Inc.
POLICY NUMBER See Certificate Number: 570051059233		
CARRIER See Certificate Number: 570051059233	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]



EXECUTIVE SUMMARY

Giant Four Corners, Inc
Sublease Modification to exclude gasoline percentage
Sublease No. FD-99-192A

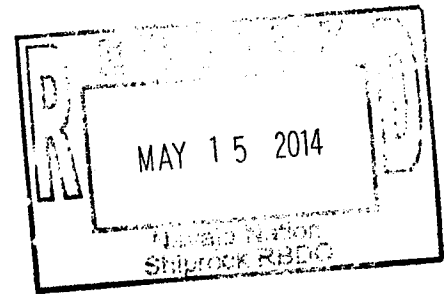
This Legislation is being resubmitted for consideration and approval because said Legislation was tabled on August 12, 2014 along with the base lease due to questions relating to the exclusion of gasoline percentage rental rates. Both Legislations (Base and Sublease) were placed back on the RDC agenda on December 2, 2014; however, only the base Lease was addressed and approved; this Legislation was never considered or addressed by the 22nd Navajo Nation Council Resources Development Committee therefore is still a pending issue.

The Assignment and Assumption of Sublease No. FD-99-192A was initiated between Navajo Convenient Stores Co., LLC, a New Mexico Limited Liability Company ("Assignor"), and Giant Four Corners, Inc., an Arizona Corporation ("Assignee") in 2004; approved by the Navajo Nation President on March 8, 2000; and approved by the Bureau of Indian Affairs on April 10, 2000, see supporting documents.

A letter was received from Sublessee, Giant Four Corners, Inc. requesting to modify Sublease No. FD-99-192A on the rental provision to exclude the gasoline percentage. The rental provision is due to the Fuel Excise Tax already being paid to the Navajo Nation along with the gasoline percentage rate.

The Regional Business Development Office is respectfully requesting approval by the Resources Development Committee of the 23rd Navajo Nation Council to modify the rental provision of Sublease No. FD-99-192A for Giant Four Corners, Inc.

May 9, 2014



Sally A. Yabeny
Shiprock RBDO
P.O. Box 1864
Shiprock, NM 87420

RE: Sublease Modification on FD 99-192A Giant Store # 251

Dear Ms. Yabeny:

This letter is requesting to modify the sublease FD 99-192A on the rental provision. The modification is to exclude the gasoline percentage from the sublease. This request is due to the Fuel Excise Tax also being paid to the Navajo Nation.

Attached is Base-lessee's request to exclude the gasoline percentage from the base lease. Your assistance for the lease modification is appreciated.

Sincerely,

Roger K. Burton
Director of Retail Property
And Facilities Management

CC: Elaine Young, Department Manager - EYoung@navajobusiness.com
Tony Perry, Department Manager - tperrynded12@gmail.com

ASSIGNMENT OF LIMITED LIABILITY COMPANY INTEREST

This Assignment is made on September 30, 1999, between THRIFTWAY MARKETING CORP. of 710 East 20th Street, Farmington, New Mexico 87401 (referred to as "Assignor") and GIANT FOUR CORNERS, INC., of 23733 North Scottsdale Road, Scottsdale, Arizona 85255 (referred to as "Assignee").

A. Assignor is the owner of 66 2/3 % of the limited liability interest in Navajo Convenient Stores Co., LLC, a New Mexico limited liability company (the "LLC").

B. Assignor desires to transfer 100% of its interest in the LLC, or 66 2/3 % of the LLC, to Assignee by means of an assignment of Assignor's LLC interest to Assignee.

In consideration of the mutual covenants contained in this agreement, and other consideration described below, the parties agree as follows:

1. For Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, Assignor assigns and transfers 100% of its interest in the LLC, or 66 2/3 % of the LLC, to Assignee. Assignor represents that there are no encumbrances or other assignments affecting the 66 2/3% LLC interest being transferred under this Assignment, and that the interest is free and clear of all claims of third parties. Assignee hereby assumes and agrees to perform all of the obligations of the LLC and all other agreements by which the LLC is bound.

2. The parties agree that Assignee shall have full power and authority to file Amendments to the Operating Agreement of the LLC, or such other documents that Assignee may deem necessary, appropriate, and desirable to effectuate the provisions of this Assignment or bring the Operating Agreement and other applicable documents into conformance with this Assignment.

In witness whereof, the parties have executed this Assignment on the day and year first above written.

ASSIGNOR

Thriftway Marketing Corp.


R.J. Dalley,
Vice President

ASSIGNEE

Giant Four Corners, Inc.


By: Mark B. Cox
Title: TREASURER

STATE OF NEW MEXICO)

COUNTY OF SAN JUAN)

SS.

This instrument was acknowledged before me this 24th day of September, by R.J. Dalley, Vice President of Thriftway Marketing Corp., a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL
Robert G. Moss

In witness whereof I have hereunto set my hand and official seal.

My Commission Expires:

MY COMMISSION EXPIRES: 8-2-02

STATE OF ARIZONA)

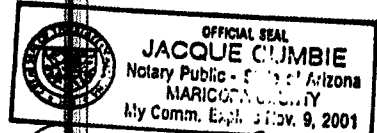
COUNTY OF MARICOPA)

SS.

This instrument was acknowledged before me this 30th day of September, by Mark B Cox, V.P. Treasurer of Giant Four Corners, Inc., an Arizona corporation, on behalf of said corporation.

In witness hereof I have hereunto set my hand and official seal.

MY COMMISSION EXPIRES: Nov 9, 2001



Jacque Cumbie
Notary Public

The above assignment is here by approved.

NAVAJO NATION, LESSOR

By: KOB

Date: 3-8-00

DATE APPROVED: 4-10-00
Pursuant to Secretarial Redelelegation
Order 209 DM 8, Secretary's Order Nos.
3150 and 3177, 10 BIAM Bulletin 13, as
amended.

[Signature]
Regional Director, Navajo Area

[Signature]
Omar Bradley
Regional Director, Navajo Region
Bureau of Indian Affairs



UBLEASE NUMBER: FD-99-192A
UBLEASE FEE: \$55.00

SUBLEASE

THIS INDENTURE made and entered into this 4th day of May, 1998, by and between Richard Bowman, hereinafter called "Sublessor" and Thriftway Marketing Corp., hereinafter called "Sublessee".

WITNESSETH:

1. PROPERTY SUBLEASED

For and in consideration of rents and covenants hereinafter specified to be paid or performed by the Sublessee, the Sublessor hereby subleases and lets to the Sublessee his interests in the tract of land within the Navajo Nation and appurtenances thereto, and more particularly described as follows:

A tract of land within the Navajo Reservation in the State of New Mexico, and appurtenances thereto, and more particularly described as follows:

A parcel of land situated in Land Management District No. 14 of the Navajo Indian Reservation at Tohatchi, McKinley County, New Mexico, being more particularly described as follows:

Commence at Navajo Control System Brass Cap H V-1; Thence run South 84° 45' 10" West, 1,195.02 feet to the Westerly line of U.S. Highway 666 and the point of beginning of the herein described parcel of land; Thence on last said line, South 12° 05' 00" West, 200.00 feet; Thence North 77° 55' 00" West, 100.00 feet; Thence North 12° 05' 00" East, 200.00 feet; Thence South 77° 55' 00" East, 100.00 feet to the point of beginning; being 0.46 acres, more or less, in area.

2. AUTHORIZED PURPOSES

During the term of this Sublease, the Sublessee may provide the following facilities and services and engage in those enterprises which are specified in the Sublease to wit:

Sale of General Merchandise, Fast Food Items, Gasoline and Operation of a Convenience Store.

3. TERM

This term of this sublease, and the procedure for determining the same, are as follows:

This sublease shall be for a term of twenty-five (25) years, contingent upon the following terms and conditions:

a. **THRIFTWAY** sells the store at that site to Navajo Convenient Stores Co., L.L.C. on or before the tenth (10th) anniversary date of the sublease; or

b. **THRIFTWAY** enters into a bona fide joint venture with a Navajo businessperson or association of Navajo businesspersons (the "Navajo Joint Venture Partner") on or before the tenth (10th) anniversary date of the sublease, under which the Navajo Joint Venture Partner enjoys no less than 33% ownership, control and share of profits of the business operated at the site; or

c. **THRIFTWAY** sells or assigns its rights under the sublease and the assets owned by **THRIFTWAY** at the sublease site in a bona fide, arm's length transaction to a person or entity that is not a "Related Third-Party" (which term is defined for purposes of this Sublease as: 1. **THRIFTWAY**; 2. Jerry D. Clayton; 3. Phyllis Jane Clayton; 4. any person then employed by **THRIFTWAY** or any entity owned by any person then employed by **THRIFTWAY**; 5. any person related to Jerry D. Clayton or Phyllis Jane Clayton; 6. Red Mesa Trading Co., Inc.; 7. Gasman of New Mexico; and 8. Four Corners' Gasamat) on or before the tenth anniversary of the sublease. **THRIFTWAY** recognizes and agrees that the Navajo sublessor, **THE NAVAJO NATION** and the United States Secretary of the Interior must approve the sale or assignment by **Thriftyway** of its rights under the sublease, and must approve the proposed purchaser or assignee, as a precondition to any such sale or assignment. **THE NAVAJO NATION** agrees and represents that its approval of any such sale or assignment by **THRIFTWAY** shall not be unreasonably withheld. **THE NAVAJO NATION** shall have forty-five (45) working days after receiving all required documentation for any such sale or assignment in which to approve or disapprove the same. If **THE NAVAJO NATION** fails or refuses to approve or disapprove any such sale or assignment within forty-five (45) working days after receiving all required documentation, such sale or assignment shall be deemed to have been approved by **THE NAVAJO NATION**; or

d. **THRIFTWAY** and **THE NAVAJO NATION**, with the consent of the Navajo sublessor, negotiate a new rental rate for the sublease (including appropriate amendments to the lease to make it consistent with the revisions to the sublease) on or before the tenth (10th) anniversary of the sublease. In the event either party requests negotiation under this paragraph, in writing at least one hundred eighty (180) days prior to the tenth (10th) anniversary of the sublease, both parties are under a duty to participate in such negotiations. However, neither party shall be obligated to agree upon or enter into a new sublease or extension. Such negotiations must be completed at least ninety (90) days prior to the tenth (10th) anniversary date of the sublease, and should negotiations fail, and if **THRIFTWAY** has not satisfied paragraphs (a), (b), or (c) above, then **THRIFTWAY** agrees to peaceably quit the premises on the expiration of the sublease, without requiring **THE NAVAJO NATION** or any Navajo sublessor to resort to any court action to remove **THRIFTWAY**. Any new rental rate for the sublease which may be agreed upon between **THRIFTWAY** and **THE NAVAJO NATION**, pursuant to the provisions of this paragraph, shall be subject to the review and approval of the United

States Secretary of the Interior.

If THRIFTWAY completes any such sale, joint venture, assignment, or negotiation as herein described and specified, the sublease will continue until its twenty-fifth (25th) anniversary with no further action or approval required by the United States Secretary of the Interior or THE NAVAJO NATION, except as herein described and required.

If THRIFTWAY fails to complete any such sale, joint venture, assignment, or negotiation as herein described and specified, this sublease shall be terminated on its tenth (10th) anniversary.

4. RENTAL

The Sublessee shall pay rent at the agreed amount between the Sublessor, as follows:

\$2,000.00 per month

The Sublessee shall pay to the Navajo Nation as additional rental hereunder the greater of the following amounts as annual contract rent:

(a) A percentage rental for the authorized business purposes as follows:

The rental rate, to be paid by Thriftway Marketing Corp., or by any assignee or successor of it, to the Navajo Nation, will be adjusted based on the percentage Navajo ownership of this business site lease operation.

Rentals at this site, if wholly-owned by THRIFTWAY, or by any non-Navajo assignee or successor of it, will be structured as follows:

Three and one-quarter percent (3 1/4%) of gross receipts on grocery and non-gasoline convenience store items sold from the lease site, and the greater of the following measures, per gallon, for all gallons of gasoline sold: ten percent (10%) of the Average Monthly Gross Margin, which is defined for this purpose as being the Total Gasoline Margin (being the gross retail sales income from the sale of gasoline, less the sum of the cost of the gasoline sold, plus freight costs, and any applicable taxes) divided by the Number of Gallons of Gasoline sold; or two (2) cents per gallon (both to be adjusted annually (up or down) by a percentage equal to one-half (1/2) of the annual change in the published Consumer Price Index or its then existing equivalent if such Consumer Price Index is no longer published.)

If the business operated at the site is sold to the Navajo Convenient Stores Co., L.L.C., or if the business is operated pursuant to a joint venture with a Navajo Joint Venture Partner, the rental rates set forth above will be adjusted based on the percentage of employee ownership of Navajo Convenient Stores Co., L.L.C. or the percentage joint venture share of the Navajo Joint Venture Partner at each lease site, whichever is applicable (the "Percentage of Navajo Ownership". The otherwise

applicable rent for both the gasoline and the grocery/non-gasoline convenience store items will be adjusted to reflect the Percentage of Navajo Ownership at the site, according to the following formula:

(a) If the Percentage of Navajo Ownership reaches 10%, then the otherwise applicable rent (calculated without any adjustment) shall be reduced in total by 7.7%;

(b) If the Percentage of Navajo Ownership reaches 20%, then the otherwise applicable rent (calculated without any adjustment) shall be reduced in total by 15.4%;

(c) If the Percentage of Navajo Ownership reaches 30%, then the otherwise applicable rent (calculated without any adjustment) shall be reduced in total by 23.1%;

(d) If the Percentage of Navajo Ownership reaches 40%, then the otherwise applicable rent (calculated without any adjustment) shall be reduced in total by 30.8%;

(e) If the Percentage of Navajo Ownership reaches 51%, then the otherwise applicable rent (calculated without any adjustment) shall be reduced in total by the maximum reduction of 46.2%.

Any rent adjustment pursuant to these provisions shall be effective the month following satisfactory demonstration by Thriftway Marketing Corp. to The Navajo Nation and The Secretary of the Interior that a qualifying Percentage of Navajo Ownership has been reached.; or

(b) The sum of \$2,500.00 as a Guaranteed Minimum Annual Rental (GMAR).

The rental to be paid by Sublessee to the Navajo Nation is only for the business operations of Sublessee, its agents or employees, at the property herein subleased to Sublessee. Sublessor shall be solely responsible to pay, and the Navajo Nation shall only have a right of recovery against Sublessor, for rental of any additional leased properties described in the Base Lease between Sublessor and the Navajo Nation.

5. ASSIGNMENT

The Sublessee's rights may be assigned or transferred during the term of this Sublease, subject to the written approval of the Sublessor, the President of the Navajo Nation and the Secretary or his authorized representative. Approval of any assignment or transfer of Sublessee's rights shall not be unreasonably withheld by Sublessor or the Navajo Nation. Sublessor and the Navajo Nation shall have forty-five (45) days after receiving all required documentation from Sublessee for any assignment or transfer to approve or disapprove the same. If Sublessor or the Navajo Nation fails to approve or disapprove any assignment or transfer within forty-five (45) days after receiving all required documentation, the assignment or transfer by Sublessee shall be deemed to have been approved by Sublessor and/or the Navajo Nation. Sublessee must obtain the approval of the Secretary or his

authorized representative to any such assignment or transfer.

6. IMPROVEMENTS, FIXTURES

Improvements as used herein shall be deemed to mean buildings, structures, fixtures, equipment and other improvements affixed to or resting upon the lands leased hereunder in such a manner as to be a part of the realty. It shall include all present improvements, and all improvements hereafter constructed upon or affixed to the land by Sublessee as approved in accordance with the Lease.

Any hazardous materials or petroleum product manufacturing, processing, surface storage, underground storage tank system, or conveyance facilities placed on the leased land are the property of the Sublessee who installed them, unless specifically stipulated to revert to the Lessor or another party (Tribe, BIA, U.S. Government, or a subsequent tenant.) Within a reasonable time frame, stipulated in the Sublease, prior to vacation of the property the Sublessee shall remove any of the above improvements, assess the site for potential contamination, remediate any contamination discovered, and address any third party damages which may have occurred, unless otherwise stipulated in this Sublease. Should any of the above activities extend past the termination date of the Sublease, the Sublessee shall still be financially responsible for completing these activities, and shall be required to post a bond to ensure that the activities are completed after termination of the Sublease.

7. CONSTRUCTION, REPAIR, ALTERATIONS

The Sublessee may construct or install upon the tract hereby subleased such buildings, structures, and other improvements as are necessary or desirable for the operation authorized hereunder, after first securing the written approval of the Sublessor and the Lessor.

The Sublessee shall have the right to remove or install new fixtures, or to make minor alterations at his own expense, but if said fixtures or other said alterations are removed by the Sublessee at the termination of this Sublease, the Sublessee will assure that said removal will not damage or otherwise cause the remaining improvements to be unusable, on penalty that he will be liable for the expense of repairing said improvements to a usable condition.

Furthermore, Sublessee agrees to make all minor repairs necessary to maintain the described premises. In the event Sublessee makes such repairs, the cost of such repairs shall not be credited toward the rental payments herein specified.

8. TITLE; SUBLESSEE'S POSSESSORY RIGHT

Sublessee shall enjoy those rights and privileges as are contained in the Lease, except as specifically limited herein.

9. TERMINATION

This Sublease and all rights hereunder may be terminated in one of the following ways:

- (a) On expiration of the lease term. Upon the expiration of the original term of the lease.**
- (b) On expiration of Sublease term. Upon the expiration of the original term of this Sublease, unless renewed or extended, or any renewal or extension thereof.**
- (c) On revocation of Sublessee's license to trade.**
- (d) For cause: This Sublease may be terminated for default or breach of any of its terms. In the event of default or breach of any of the terms hereof by the Sublessee, the Sublessor shall give written notice of such default. Within thirty (30) days after receipt of such notice, the Sublessee shall correct the default complained of. Failure to so correct the default shall terminate the Sublease.**
- (e) Mutual termination.**

10. RIGHTS UPON TERMINATION

The Sublessee shall quit and surrender the premises upon termination in as good order and condition as when received, reasonable wear and tear excepted.

11. LICENSE, REGULATIONS

The Sublessee shall obtain a license to trade, as provided in 25 CFR, Part 141, and in accordance with applicable laws, regulations and ordinances of the Navajo Nation.

12. SANITATION

Sublessee hereby agrees to comply with all applicable sanitation codes, requirements, or laws which may be related to the purpose of this document as set forth in Section 2 hereinabove. Such compliance shall specifically include, but not be limited to, the sanitary regulations of the U.S. Public Health Service. Sublessee further agrees to at all times maintain the entire premises in a safe, sanitary condition, presenting a good appearance both inside and out in all buildings operated on the leased premises.

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

13. HAZARDOUS SUBSTANCES

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

14. INSURANCE

The Sublessee shall and will during the full term of this Sublease, and at its own cost and expense, keep the fixtures, equipment and buildings of the Sublessor and/or those constructed by Sublessee under Article 6 herein, adequately insured against loss or damage by fire. The Sublessee shall and will, during the full term of this Sublease, and at his own cost and expense, carry public liability insurance in the amount of \$1,000,000.00 for personal injury to one person and \$1,000,000.00 per occurrence, and \$500,000.00 for property damage, said policy to be written jointly to protect the Navajo Nation, Sublessor and Sublessee. A copy of said policies shall be furnished to Lessor, Sublessor and the Secretary or his authorized representative.

15. FINANCIAL RESPONSIBILITY (UST)

If the Sublessee wishes to install or operate underground storage tanks on the leased property, the Sublessee will be required to post a bond in an amount adequately to ensure compliance with the financial responsibility requirements for underground storage tanks as indicated in 40 CFR Subpart H.

16. DEFAULT

Should Sublessee default in any payment of monies when due, or fail to post bond as required by the terms of this Sublease, or should Sublessee breach any other covenant of this Sublease, then Lessor, Sublessor and the Secretary may take action

in accordance with 25 CFR 162.14 or any amendment thereof or in accordance with other applicable rights and liabilities as provided by the law or the lease, or sublease document.

17. PERFORMANCE BOND

Sublessee shall furnish a bond or other security acceptable to Lessor and the Secretary for the faithful performance of this Sublease in the amount of \$10,000.00, said bond shall be furnished to the Secretary or his authorized representative.

18. COMPLIANCE WITH LEASE TERMS

During the term of this Sublease, Sublessee shall at all times conduct its business operations on the subleased property in compliance with all requirements of the Base Lease between the Navajo Nation (as Lessor) and Sublessor (as Lessee under said Base Lease); and Sublessee further shall be responsible to comply with and perform all obligations owed by Sublessor to the Navajo Nation under the terms of said Base Lease, with respect to that portion of the property subject to the Base Lease which is also subject to this Sublease.

19. DELIVERY OF PREMISES

At the termination of this Sublease, Sublessee will peaceably and without legal process deliver up the possession of the leased premises, in good condition, usual wear and tear excepted. Sublessee shall, upon the written request of Lessor or Sublessor, provide Lessor and Sublessor an environmental audit/assessment at least sixty (60) days prior to delivery of said premises.

20. JURISDICTION AND GOVERNING LAW


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

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

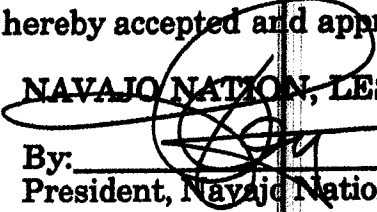
Sublessor:


RICHARD BOWMAN

Sublessee:


THRIFTWAY MARKETING CORP.
By: R. J. DALLEY
Vice-President

The foregoing Sublease agreement is hereby accepted and approved on behalf of the Navajo Nation, Lessor.

NAVAJO NATION, LESSOR

By: _____
President, Navajo Nation

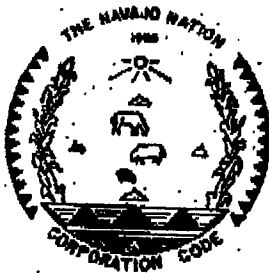
Date: MAY - 4 1998

Date: APR 15 1999
Approved: Pursuant to Secretary Redelelegation Order 209 DM 8,
Secretary's Order Nos. 3150 and 3177, 10 BIAM Bulletin 13,
as amended, and Navajo Area Addendum to 10 BIAM 3.3E.

By: GEMMI DENETSONE

ACTING AREA DIRECTOR
BUREAU OF INDIAN AFFAIRS

F



NAVAJO NATION CORPORATION CODE

CERTIFICATE OF GOOD STANDING

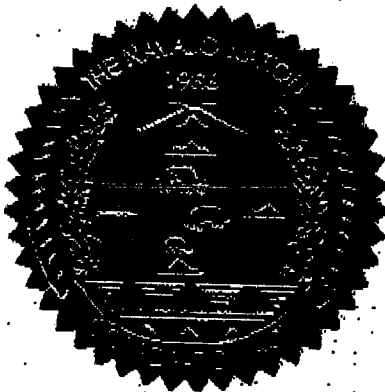
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

I, the Director of the Business Regulatory Department, DO HEREBY
CERTIFY that

GIANT FOUR CORNERS, INC.
File Number: 100183

a Corporation organized under the laws of the Navajo Nation Corporation Act,
did incorporate on October 19, 1993

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



IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the official seal
of the Navajo Nation Corporation Code.
Done at Window Rock, the Capital of the
the Navajo Nation, this 18th
day of December, 2013 A.D.

Director, Business Regulatory
Division of Economic Development

THE NAVAJO NATION



BEN SHELLY PRESIDENT
REX LEE JIM VICE PRESIDENT

May 12, 2014

MEMORANDUM

TO: Sally A. Yabeny, Senior EDS
Regional Business Development Office
Division of Economic Development

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

SUBJECT: "Navajo Business and Procurement Act clearance check"

Pursuant to your request dated May 9, 2014 (*Received in Account Receivable on 05/09/2014 @ 4:05 p.m.*) seeking procurement clearance check on the following individual/ Business is as follows:

Name/ Address	Business Address	A. R. Debt Due	ACTION
Richard Bowman	BSL# FD99-192 AB# 226915 Post Office Box 1439 Gallup, NM 87313	\$ 0.00	Procurement cleared. This business site lease account is the base lessee for Giant Store # 251. The profit and loss statement reporting is handled by the sub-lessee.
Giant Industries, Inc. and/ or: Giant Four Corners, Inc. address: 1250 W. Washington Street Tempe, AZ 85281	BSL# FD99-192 AB# 213972 Store# 251 Location: Tohatchi, NM	\$ 0.00	The business site lease account has a balance of \$36,781.38 as of 05/12/2014. All payments are postponed contingent to completion of requirements stipulated in the settlement agreement dated March 4, 2014. Settlement agreement cites action and deadlines for Giant/Four Corner's Inc. and the Navajo Nation.

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

Should you have any questions, please contact Accounts Receivable Section at 871-6769 or 6770. Thank you.

/mj

CC: Accounts Receivable File

SUPPORTING DOCUMENTS

Giant Four Corners, Inc.

Sublease Modification

Sublease No. SR-99-192A

1. Executive Summary
2. Letter from Sublessee
3. Copy of Assignment of Limited Liability Company Interest
4. Copy of Sublease
5. Certificate of Good Standing
6. Procurement Clearance
 - a. Account Receivable

Document No. 001889

Date Issued: 05/13/2014

EXECUTIVE OFFICIAL REVIEW

Title of Document: SubLease Mod / SubLease No. FD-99-192A Contact Name: YABENY, SALLY A

Program/Division: DIV. OF ECONOMIC DEVELOPMENT

Email: syabeny@frontiernet.net Phone Number: 505-368-1315

☒ **Business Site Lease**

			Sufficient	Insufficient
1. Division:	<u>E. J. Alberts, Director</u>	Date: <u>5/19/14</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Office of the Controller:	<u>5/21/14</u> <u>John McClinton Jr.</u>	Date: <u>5.21.14</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)				
3. Office of the Attorney General:	<u>R. J. [Signature]</u>	Date: <u>5-29-14</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

☐ **Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions**

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

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

1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Navajo Housing Authority Request for Release of Funds**

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

☐ **Lease Purchase Agreements**

1. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
(recommendation only)				
2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Grant Applications**

1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval**

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

☐ **Relinquishment of Navajo Membership**

1. Land Department:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Elections:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

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

Sufficient Insufficient

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

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

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

☐ **Rights of Way**

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

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

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

☐ **Assignment of Mineral Lease**

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

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

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

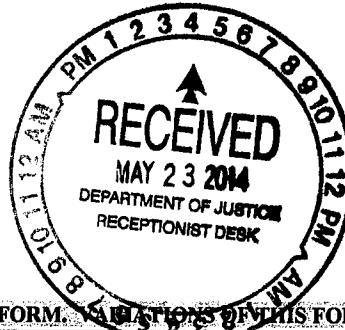
☐ **OTHER:**

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



NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ
5/23/14 @ 4:24pm
DATE / TIME
<input type="checkbox"/> 7 Day Deadline
DOC #: 001889
SAS #:
UNIT: ECU

☐ RESUBMITTAL

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

CLIENT TO COMPLETE

DATE OF REQUEST:	5/13/2014	DIVISION:	DIVISION OF ECONOMIC DEV.
CONTACT NAME:	Sally A. Yabeny	DEPARTMENT:	REGIONAL BUSINESS DEV. OFFICE
PHONE NUMBER:	505/368-4933	E-MAIL:	syabeny@frontiernet.net
TITLE OF DOCUMENT: Modify BIA Sublease No. FD-99-192A on the rental provision to exclude the gasoline percentage from the Sublease.			

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT:	5/27/14 @ 9:20am	REVIEWING ATTORNEY/ADVOCATE:	Karis
DATE TIME OUT OF UNIT:			

DOJ ATTORNEY / ADVOCATE COMMENTS

Izelle Sullivan

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
Karis Begaye	5/28 4:40	Roz Begay	5-29-14 4:40p

DOJ Secretary Called

For Document Pick Up on

at

By

PICKED UP BY: (Print)

DATE / TIME:

NNDOJ/DRRF-July 2013

