

RESOLUTION OF THE  
RESOURCES AND DEVELOPMENT COMMITTEE  
Of the 23rd Navajo Nation Council---Second Year 2016

AN ACTION  
RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE LEASE  
MODIFICATION TO BUSINESS SITE LEASE NUMBER TC-06-228 FOR DAVID  
AND JULIE ORROCK DBA RAINROCK, L.L.C. FROM A BUREAU OF INDIAN  
AFFAIRS LEASE TO A NAVAJO NATION LEASE TO BE GOVERNED BY NAVAJO  
NATION BUSINESS SITE LEASE MANAGEMENT PLAN

**SECTION ONE. AUTHORITY**

A. The Resources and Development Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. §500(A).

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

**SECTION TWO. FINDINGS**

A. The Economic Development Committee of the Navajo Nation Council approved the delegation of its authority to approve business site leases to the Division of Economic Development. See EDCAU-39-09, August 5, 2009.

B. The Division of Economic Development is established for the purpose of creating an environment that is conducive to promoting and developing businesses in the commercial, tourism, industrial and other sectors of the Navajo Nation economy, thereby creating employment and business opportunities. See Navajo Nation Business Site Lease Management Plan, Navajo Administrative Plan, Section 1.4.

C. The Navajo Administrative Plan provides for novation or the substitution of the Navajo Nation and discharge of the Secretary of the (sic) Interior, Bureau of Indian Affairs, in existing business site leases with a term of 25 years or less. Navajo Administrative Plan, Section 8.0.

D. David and Julie Orrock dba Rainrock L.L.C has requested that the Western Regional Business Development Office, Division of

Economic Development, modify its Business Site Lease No. TC-06-228 such that it be governed by the Navajo Nation Business Site Lease Management Plan. See David and Julie Orrock dba Rainrock request attached as Exhibit A; Original Business Site Lease attached as Exhibit B; Lease Modification attached as Exhibit C; see also all Supporting Documents and Procurement Clearances attached as Exhibit D.

E. It is in the best interest of the Navajo Nation to modify Business Site Lease No. TC-06-22 as requested by David and Julie Orrock dba Rainrock, L.L.C.

### **SECTION THREE. APPROVAL**

A. The Navajo Nation Council's Resources and Development Committee hereby approves Business Site Lease Number TC-06-228, Modification Number Two between the Navajo Nation and David and Julie Orrock dba Rainrock, L.L.C so that the lease will be governed by Navajo Nation Business Site Lease Management Plan.

B. The Navajo Nation hereby authorizes the Navajo Nation President to execute Business Site Lease Number TC-06-228, Modification Number Two approved by this resolution.

C. The Navajo Nation hereby directs the Economic Development Division to ensure this lease modification is properly recorded and distributed.

### **CERTIFICATION**

I, hereby, certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 23<sup>rd</sup> Navajo Nation Council at a duly called meeting at Leupp Chapter, (Navajo Nation) Leupp, Arizona, at which quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, 1 abstained this 28<sup>th</sup> day of March, 2016.



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

Motion: Honorable Benjamin Bennett  
Second: Honorable Davis Filfred

**RECEIVED**

JAN 14 2016

Western Regional  
Business Development Office

David Orrock  
Rainrock LLC  
337 West 3800 North  
Provo, Utah 84604  
801-221-0141



Western Regional Business Development Office  
P.O. Box 485  
Tuba City, AZ 86045

January 14, 2016

Re: BIA Lease TC-06-228  
Attn: Genevieve Keetso-Bighorse

We are grateful for the many years we have operated under our BIA lease in Tuba City. At this time we would like to begin the process of changing our BIA lease to a Navajo Nation Lease.

Please accept this letter as our formal request to have the lease changed from a BIA lease to a Navajo Nation Lease. We appreciate your assistance in this matter and hope to have the process proceed as quickly as possible.

Thank You,

A handwritten signature in black ink, appearing to read "David Orrock", followed by a horizontal line.

David Orrock  
Rainrock LLC

LEASE NO. TC-06-228

**PART I**  
**NAVAJO NATION ECONOMIC DEVELOPMENT LEASE**  
**(Navajo Nation Trust Land)**



**Standard Business Site Lease**

(From) \_\_\_\_\_ - (Until) \_\_\_\_\_

THIS LEASE, in sextuplicate, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between THE NAVAJO NATION, hereinafter called Lessor, whose address is Post Office Box 9000, Window Rock, Navajo Nation (Arizona) 86515, and, David Orrock and Julie Orrock dba Rainrock L.L.C., hereinafter called the Lessee, whose address is 5885 Lone Oak Rd SE, Salem, OR 97306, in accordance with the provisions of 25 U.S.C. §§ 415 as amended, and as implemented by the regulations contained in 25 C.F.R. Part 162; and any amendments thereto relative to business leases on restricted lands which by this reference are made a part hereto.

**A. LAND DESCRIPTION.**

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

A Parcel of land located within Section 29, Township 32, North, Range 11 East, Gila and Salt River Base and Meridian, in Tuba City, Coconino County, Navajo Nation, Arizona, and more particularly described as follows:

Commencing at the southmost corner of Lot 24, Block 2, of The South Tuba City Subdivision as shown on the plat dated June 1964, by Lawrence A. Brewer, L.S. No. 4990, point mentioned being a found nail in sandstone, thence North 44°22'00" West along southwesterly line of mentioned Block 2, 187.03 feet to the southmost corner of Lot 17, Block 2, found 5/8" rebar with yellow plastic cap marked "RLS 16544", point also being the Point of Beginning; Thence continue North 44°22'00" West, along mentioned boundary line, 150.00 feet to the westmost corner of Lot 12, Block 2, set 5/8" rebar with yellow plastic cap marked "RLS 16544";

Thence North 45°38'00" East, along the northwesterly line of mentioned Lot 12, 285.72 feet to a point on the westerly right-of-way line of B.I.A. Route N101 (Tuba City Spur), set 5/8" rebar with yellow plastic cap marked "RLS 16544";

Thence South 44°22'00" East, along mentioned westerly right-of-way line, 150.00 feet to the eastmost corner of mentioned Lot 17, found 5/8" rebar with yellow plastic cap marked "RLS 16544";

Thence South 45°38'00" West, along the southeasterly line of mentioned Lot 17, 285.72 feet to the Point of Beginning.

Containing 42,858 square feet more or less.

2. All of the above land is located in Tuba City Chapter of the Navajo Nation, County of Coconino, State of Arizona, subject to any prior, valid, existing rights-of-way and

easements. There is hereby reserved and excepted from the leased premises rights-of-way for utilities constructed by or on authority of the Lessor, provided that such rights-of-way do not unreasonably interfere with Lessee's use of the leased premises.

**B. PURPOSE, UNLAWFUL USES.**

1. Lessee shall develop, use and operate the leased premises for the following purposes only:  
Operation to provide video sales/rentals and retail/office rental space.
2. The leased premises shall not be used by Lessee, Sublessee(s) or Assignee(s), for any purpose or purposes other than those set out above, except with the prior written consent of Lessor and the Secretary. Consent may be withheld, granted, or granted upon conditions, in the sole discretion of Lessor and the Secretary.
3. Lessee agrees that it will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

**C. TERM.**

The term of this Lease shall be 25 years, beginning on the date this Lease is approved by the Secretary.

This lease may be renewed for an additional term of 10 years, provided that this Lease is in good standing. Lessee shall give written notice of its intent to renew this Lease to the Executive Director of the Division of Economic Development, or his successor, at least ninety (90) days, but no more than six (6) months, prior to the expiration date of this Lease. Renewal of this Lease is subject to the approval of Lessor and the Secretary and to applicable provisions of Navajo Nation law and the regulations contained in 25 C.F.R. Part 162, including all amendments and successors thereto.

**D. RENTAL.**

1. The Lessee, in consideration of the foregoing, covenants and agrees to pay in lawful money of the United States of America to the Controller of the Navajo Nation, for the use and benefit of the Lessor the following: (NOTE: The rent may consist of a guaranteed minimal annual rent [GMAR] or a rent based on a percentage of gross, whichever is higher [commonly used for business sites]; A guaranteed minimal annual rent plus a percentage of gross [commonly used for Shopping Centers]; or a fixed monthly rent subject to renegotiation every five years [commonly used for Industrial and Manufacturing Facilities]. Be specific as to the rental terms of the Lease):

Guaranteed Minimum Annual Rent (GMAR): Year 1-2: \$0  
Year 3-25: \$5,000

Rental for Year 1-2: \$0  
Year 3-15: 2.0% of Gross Receipts  
Year 16-25: 3.0% of Gross Receipts

2. If Lessee's rental is an annual obligation, Lessee must make monthly rental payments in advance equal to at least one-twelfth of the aforementioned minimum annual rental not later than the tenth (10th) day after the first day of the month for which the rental is due. Lessee may elect to pay monthly rental in an amount based on the percentage rental rate on the

month's gross receipts; however, no payment shall be less than one-twelfth of the minimum rental. Monthly payments based on the percentage rental rate on gross receipts shall be paid not later than the tenth (10th) day after the end of the month for which rental is due. All rental shall be deposited with the Controller of the Navajo Nation. When the annual accounting required by Section 1.3, Part II, of this Lease is completed, the Lessee shall pay any balance due on any percentage rental, or if there is an overpayment, the overpayment shall be credited toward future rents.

3. Rental unpaid ten (10) days after the due date shall bear interest at eighteen percent (18%) per annum, from the date it becomes due until paid, but this provision shall not be construed to relieve the Lessee from any default in making any rental payment at that time and in the manner herein specified. The rents called for hereunder shall be paid without prior notice or demand.
4. While the leased premises are in trust or restricted status, the Secretary may in his discretion suspend the direct rental payment provisions of this Lease, in which event the rental shall be paid to the Secretary or his authorized representative.
5. In the event a sublease, assignment, management agreement or transfer of this Lease, or any right to or interest in this Lease, or any improvements are made to the leased premises, the rent and other terms of this Lease shall be subject to renegotiation.

#### E. IMPROVEMENTS.

1. The Lessee, in consideration for the granting of this Lease, covenants and agrees that Lessee will construct a modular building and office space with paved parking at a cost of and having a reasonable value of \$175,000 or more.
2. Except as otherwise provided in this Lease, all buildings and improvements, excluding removable personal property and trade fixtures, on the leased property shall remain on said property after termination of this Lease and shall thereupon become the property of Lessor. Lessor may require Lessee, at Lessee's expense, to remove improvements and restore the premises to the original state upon termination of this Lease. The term "removable personal property" as used in this Section shall not include property which normally would be attached or affixed to the buildings, improvements or land in such a way that it would become a part of the realty, regardless of whether such property is in fact so placed in or on or affixed to the buildings, improvements or land in such a way as to legally retain the characteristics of personal property. Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor.

#### F. COMPLETION OF DEVELOPMENT.

1. The Lessee shall complete the full improvement and development of the leased premises in accordance with the general plan and architect's design, submitted in accordance with Section E above, within 24 months from the date which the Navajo Nation approves the plans and designs described in that Section. If Lessee fails to complete full development within such period, such failure shall constitute a breach of the terms of this Lease and may be cause for cancellation.
2. Whenever under this Lease a time is stated within which or by which original construction, repairs, or reconstruction of improvements shall be made and during such period a general

or sympathetic strike or lock out occurs, war or rebellion ensues, or some event unquestionably beyond Lessee's power to control, the period of delay so caused shall be added to the period limited herein for the completion of such work.

G. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION.

All improvements placed on the leased premises shall be constructed in a good and workmanlike manner and in compliance with applicable laws and building codes. All parts of building visible to the public or from adjacent properties shall present a pleasant appearance as determined by Lessor and all service areas shall be screened from public view to the satisfaction of Lessor. Lessee shall, at all times during the term of this Lease and at Lessee's sole cost and expense, maintain the premises and all improvements thereon and any alterations, additions, or appurtenances thereto, in good order and repair and in a safe, sanitary, neat and attractive condition, and shall otherwise comply with all laws, ordinances and regulations applicable to said premises. Lessee shall have the right during the term of this Lease to make limited alterations, additions or repairs to improvements on the premises in an amount not to exceed \$ 50,000 per year. Alterations, additions or repairs in excess of the above amount or any removal or demolition of an improvement shall not be made without the prior written approval of Lessor. Lessee shall indemnify and hold harmless the Lessor and the United States Government against liability for all claims arising from Lessee's failure to maintain said premises and the improvements thereon as herein above provided, or from Lessee's non-observance of any law, ordinance or regulation applicable thereto.

H. RENTAL AND PERFORMANCE BOND.

1. Upon approval of this Lease by the Lessor and the Secretary, Lessee agrees to post a corporate surety bond or other security acceptable to Lessor and the Secretary in a penal sum of \$5,000, which bond shall be deposited with the Secretary and shall remain in force for the full term of this Lease, at the discretion of Lessor and the Secretary. From time to time the amount of such bond may be increased or decreased by the Lessor and the Secretary, at the Lessor's and the Secretary's reasonable discretion, to more accurately reflect the actual damage which would be suffered by the Lessor in the event of a default in any performance required of the Lessee.
2. It is understood and agreed that bond or security required by this Section will guarantee performance of the contractual obligations under this Lease, and that a corporate surety bond may be furnished annually or may be continued from year to year by a certificate of renewal, a copy of which certificate shall be furnished to the Secretary by Lessee. If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency in the value of the bonds. Interest on said U.S. Treasury Bonds shall be paid to Lessee. Should waiver of bond or security be granted during the term of this Lease, Lessor and the Secretary reserve the right to request that Lessee furnish bond or security at a later date and Lessee hereby agrees to comply with said request.

I. CONSTRUCTION BOND.

1. At Lessor's option, prior to the commencement of construction of any improvement on the leasehold premises, the Lessee will cause his construction contractor to post a construction bond in favor of Lessor and Lessee. If the construction contractor cannot post such a bond, the Lessee shall post the construction bond. The purpose of the construction bond is to guarantee the completion of the improvements and payment in full of valid claims of all persons for work performed in or materials furnished for construction of the improvements. The construction contractor or the Lessee may provide security by either.

- A) Posting a corporate surety bond in an amount equal to the cost of each improvement, said bond to be deposited with the Lessor and to remain in effect until the improvement is satisfactorily completed. Said bond shall be conditioned upon faithful performance by Lessee or his construction contractor and shall give all claimants a right of action to recover upon said bond in any suit brought to foreclose on any mechanic's or materialmen's liens against the property. If United States Treasury Bonds are provided, Lessee, or his construction contractor, agrees to make up any deficiency in the value deposited that might occur due to a decrease in the value of the bonds. Interest on said bonds shall be paid to Lessee.
- B) Depositing in escrow with the Lessor or an institution acceptable to the Lessor, negotiable United States Treasury Bonds, or cash, or furnishing a non-revocable letter of credit satisfactory to Lessor in an amount sufficient to pay the entire cost of construction of each building or other improvement then to be erected on the premises. If United States Treasury Bonds are provided, Lessee or his construction contractor shall make up any deficiency of the value deposited that might occur due to a decrease in the value of said bonds. Interest on said bonds shall be paid to Lessee or his construction contractor. The funds so deposited may then be used, at the option of Lessor, to discharge any valid mechanic's or materialmen's liens; if no such liens exist, the withheld funds shall be disbursed to Lessee or his construction contractor.
2. If Lessee enters into a construction loan agreement with a financial institution, said loan agreement shall be subject to the approval of Lessor and the Secretary. Prior to such approval, Lessee shall perform all conditions precedent to the assumption of obligations under the agreement by the financial institution and Lessee shall deposit with the lending institution, or otherwise secure by means of a performance bond, the difference between the amount of the loan and the total cost of improvement.

J. NOTICES AND DEMANDS.

1. All notices, demands, requests or other communications to or upon either party provided for in this Lease, or given or made in connection with this Lease, shall be in writing and shall be addressed as follows:

To or upon Lessor: President  
The Navajo Nation  
Post Office Box 9000  
Window Rock, Navajo Nation (Arizona) 86515

Telefax: (928) 871-4025

To or upon Lessee:

David Orrock  
dba Rainrock L.L.C.  
5885 Lone Oak Rd SE.  
Salem, OR 97306

Telefax: ( ) \_\_\_\_\_

Copies to: Executive Director  
Division of Economic Development



P.O. Box 663  
Window Rock, Navajo Nation (Arizona) 86515

Regional Director  
Navajo Regional Office  
Bureau of Indian Affairs  
P. O. Box 1060  
Gallup, New Mexico 87305-1060

2. All notices shall be given by personal delivery, by registered or certified mail, postage prepaid or by facsimile transmission, followed by surface mail. Notices shall be effective and shall be deemed delivered when dispatched and may be delivered by personal delivery, registered or certified mail, or by facsimile transmission, followed by surface mail.
3. Lessor and Lessee may at any time change its address for purposes of this Section by notice.

K. **APPLICABLE TERMS AND CONDITIONS.**

The Standard Terms and Conditions for Economic Development Leases on Navajo Nation Trust Land in Part II of this Lease apply to this Lease and are incorporated herein in their entirety (NOTE: The Terms and Conditions for a Standard Business Site Lease apply to all Leases. The Terms and Conditions for Business Site Leases with Underground Storage Tanks apply where they are appropriate. If Underground Storage Tanks are on the premises when the Lessee signs the Lease, or are installed after the Lessee signed the Lease, these Terms and Conditions will apply to the Lease as a matter of law. Special Terms and Conditions for Navajo Nation Business Site Leases Within Navajo Nation Shopping Centers apply only to Leases in Navajo Nation Shopping Centers).

The specific Version of Standard Terms and Conditions for Navajo Nation Economic Development Leases (Trust Land) is **Version 1.4 dated 8/24/01**.

- L. **EXCEPTIONS TO STANDARD TERMS AND CONDITIONS** (Insert and justify any deviations from the Standard Terms and Conditions in Part II of this Lease). For rentals and leases entered into in the ordinary course of business, as defined in Part I, paragraph B, paragraph 1.5(A) of Part II shall not apply.


**PART II Sections 2.0-2.4 and 3.0-3.12 Not Applicable**


Special Terms and Conditions for Navajo Nation Business Site Leases with Underground Storage Tanks

Special Terms and Conditions for Navajo Nation Business Site Leases within the Navajo Nation Shopping Centers


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

RAINROCK L.L.C.

  
Owner 1-10-06  
Date

  
Owner 1-10-06  
Date

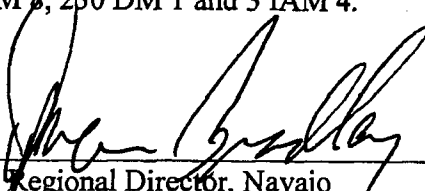
THE NAVAJO NATION, LESSOR

By:   
President, Navajo Nation

Date: JAN 23 2006

**APPROVED:**

Pursuant to Secretarial Redlegation Order  
209 DM 8, 230 DM 1 and 3 IAM 4.

By:   
Acting Regional Director, Navajo  
BUREAU OF INDIAN AFFAIRS

Date: July 28, 2006



**Lease Modification Two for  
Lease No. TC-06-228**

THIS LEASE AMENDMENT to Lease No. TC-06-228 is made and entered into this \_\_\_\_\_ by and between the Navajo Nation, P.O. Box 308, Window Rock, Navajo Nation (Arizona) 86515, hereinafter Lessor, David Orrock and Julie Orrock dba Rainrock L.L.C. hereinafter Lessee.

**WHEREAS** on or about January 23, 2006, Navajo Nation approved Lease No. TC-06-228 for David Orrock and Julie Orrock dba Rainrock L.L.C. for a term of 25 years.

**WHEREAS** Lessee consents and agrees to be governed by the Navajo Nation Business Site Leasing Regulations of 2005 and Lessee desires to amend certain sections to Lease No. TC-06-228 to eliminate the Secretary of Interior and has negotiated said amendments with Lessor.

**NOW THEREFORE**, it is hereby agreed by and between the Lessor and the Lessee that Lease No. TC-06-228 be amended and modified as follows:

**ARTICLE 4: TERM**

1. Amend "25 U.S.C. §§ 415 as amended, and as implemented by the regulations contained in 25 C.F.R. Part 162" **to read** "25 U.S.C., Section 415(e) as implemented by the Navajo Nation Business Leasing 2005 (hereinafter "Tribal Regulations)".

**Section B. PURPOSE, UNLAWFUL USES**

1. Amend "except with the prior written consent of Lessor and the Secretary" **to read** "except with the prior written consent of Lessor".
2. Amend "sole discretion of Lessor and the Secretary" **to read** "sole discretion of Lessor"

**Section C. TERM**

1. Amend "Lease is approved by the Secretary" **to read** "Lease is approved by the Lessor".
2. Amend "Renewal of this Lease is subject to the approval of Lessor and the Secretary" **to read** "Renewal of this Lease is subject to the approval of Lessor".
3. Amend "regulations contained in 25 C.F.R. Part 162" **to read** "regulations contained in Tribal Regulations".

**Section D. RENTAL**

1. Amend "the Secretary may in his discretion suspend" **to read** "the Lessor may in his discretion suspend".
2. Amend "rental shall be paid to the Secretary or his authorized representative" **to read** "rental shall be paid to the Lessor or his authorized representative".

#### Section G. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION

1. Amend "hold harmless the Lessor and the United States Government against liability" **to read** "hold harmless the Lessor against liability".

#### Section H. RENTAL AND PERFORMANCE BOND

1. Amend "Upon approval of this Lease by the Lessor and the Secretary" **to read** "Upon approval of this Lease by the Lessor".
2. Amend "other security acceptable to Lessor and the Secretary" **to read** "other security acceptable to Lessor".
3. Amend "bond shall be deposited with the Secretary" **to read** "bond shall be deposited with the Lessor".
4. Amend "at the discretion of Lessor and the Secretary" **to read** "at the discretion of Lessor".
5. Amend "bond may be increased or decreased by the Lessor and the Secretary" **to read** "bond may be increased or decreased by the Lessor".
6. Amend "at the Lessor's and the Secretary's reasonable discretion" **to read** "at the Lessor's reasonable discretion".
7. Amend "certificate shall be furnished to the Secretary by Lessee" **to read** "certificate shall be furnished to the Lessor by Lessee".
8. Amend "Lessor and Secretary reserve the right to request" **to read** "Lessor reserve the right to request".

#### Section I. CONSTRUCTION BOND

1. Amend "subject to the approval of Lessor and the Secretary" **to read** "subject to the approval of Lessor".

#### Section J. NOTICES AND DEMANDS

1. Delete "Regional Director, Navajo Regional Office, Bureau of Indian Affairs, P.O. Box 1060, Gallup, New Mexico 87305-1060".

### Part II

#### Section 1.1 DEFINITIONS

1. Delete "'Secretary" means the Secretary of the Interior or his authorized representative, delegate, or successor".

#### Section 1.3 ACCOUNTING

1. Amend "submit to Lessor and the Secretary individually, certified statement of gross receipts" **to read** "submit to Lessor individually, certified statements of gross receipts".

2. Amend "The acceptance by the Lessor or the Secretary of any monies paid to Lessor or the Secretary by Lessee" **to read** "The acceptance by the Lessor of any monies paid to Lessor by Lessee".
3. Amend "Lessor or the Secretary shall be entitled" **to read** "Lessor shall be entitled".
4. Amend "submission to the Lessor or the Secretary of any such statement" **to read** "submission to the Lessor of any such statement".

#### Section 1.4 UTILITY SERVICE LINE AGREEMENTS

1. Amend "provisions of 25 C.F.R. § 169.22" **to read** "provisions of Tribal Regulations".

#### Section 1.5 SUBLEASE, ASSIGNMENT, MANAGEMENT AGREEMENT, TRANSFER

1. Amend "written approval of Lessor, the Secretary and sureties" **to read** "written approval of Lessor and sureties".
2. Amend "the approval of Lessor and the Secretary" **to read** "the approval of Lessor".

#### Section 1.6 ENCUMBRANCE

1. Amend "written approval of the Lessor, the Secretary and sureties" **to read** "written approval of the Lessor and sureties".
2. Amend "encumbrance that the Lessor and the Secretary may deem" **to read** "encumbrance that the Lessor may deem".
3. Amend "shall give to Lessor, the Secretary, and Lessee" **to read** "shall give to Lessor and Lessee".
4. Amend "must be approved by the Secretary" **to read** "must be approved by the Lessor".
5. Amend "approval by Lessor and the Secretary" **to read** "approval by Lessor".
6. Amend "shall give to Lessor and the Secretary" **to read** "shall give to Lessor".
7. Amend "be approved by the Secretary" **to read** "be approved by the Lessor".
8. Amend "approval by Lessor and the Secretary" **to read** "approval by Lessor".

#### Section 1.7 LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES

1. Amend "shall furnish Lessor and the Secretary" **to read** "shall furnish Lessor".
2. Amend "hold harmless Lessor, Secretary and the leased premises" **to read** "hold harmless Lessor and the leased premises".

#### Section 1.8 LESSOR'S PAYING CLAIMS

1. Amend "written notice from the Lessor or Secretary" **to read** "written notice from the Lessor".

#### Section 1.9 SANITATION

1. Amend "officials of the Navajo Nation or federal government" **to read** "officials of the Navajo Nation".

#### Section 1.10 HAZARDOUS AND REGULATED SUBSTANCES

1. Amend "RCRA, 42 U.S.C. §§ 6901 et seq., CERCLA, 42 U.S.C. §§ 9601 et seq." **to read** "Tribal Regulations".
2. Amend "hold harmless the Lessor and the United States" to read "hold harmless the Lessor".

#### Section 1.11 LIABILITY INSURANCE

1. Amend "certificate shall be furnished to the Secretary" **to read** "certificate shall be furnished to the Lessor".
2. Amend "officials and employees, and the Secretary" **to read** "officials and employees, and the Lessor".

#### Section 1.12 FIRE AND CASUALTY INSURANCE

1. Amend "notification to the Lessor and the Secretary" **to read** "notification to the Lessor".
2. Amend "policy shall be deposited with Lessor and the Secretary" **to read** "policy shall be deposited with Lessor".
3. Amend "approved by Lessor and the Secretary" **to read** "approve by Lessor".

#### Section 1.13 INDEMNIFY, DEFEND AND HOLD HARMLESS

1. Amend "hold harmless the Lessor and the United States" **to read** "hold harmless the Lessor".

#### Section 1.15 DEFAULT

1. Amend "acted upon by the Secretary in accordance with Title 25, Chapter 1, Part 162 of the Code of Federal Regulations" **to read** "acted upon by the Lessor in accordance with the Tribal Regulations".
2. Amend "any right of Lessor and the Secretary" **to read** "any right of Lessor".
3. Amend "any deficiency and Lessor or the Secretary" **to read** "and deficiency and Lessor".

4. Amend "which may be exercised by Lessor or the Secretary" **to read** "which may be exercised by Lessor".

Section 1.16 ATTORNEY FEES

1. Amend "incurred by Lessor or the Secretary" to read "incurred by Lessor".

Section 1.21 INSPECTION

1. Amend "The Secretary and Lessor, and their authorized representative" **to read** "The Lessor and their authorized representative".

Section 1.39 VALIDITY

1. Amend "approved by the Secretary" **to read** "approved by Lessor".

All other terms and conditions, not specifically set forth herein, for Business Site Lease No. TC-06-228 shall remain in full force and effect.

**IN WITNESS THEREOF:**

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
David Orrock, Lessee

DATE: \_\_\_\_\_

\_\_\_\_\_  
Julie Orrock, Lessee

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
NAVAJO NATION, LESSOR

\_\_\_\_\_  
President, Navajo Nation or designee

\_\_\_\_\_  
DATE:



THE NAVAJO NATION

RUSSELL BEGAYE, PRESIDENT

JONATHAN NEZ, VICE PRESIDENT

EXHIBIT

D

January 19, 2016

MEMORANDUM

TO: Genevieve Keetso-Bighorse, EDS  
Regional Business Development Office  
Division of Economic Development

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

SUBJECT: "Navajo Business and Procurement Act clearance check"

Pursuant to your memorandum dated January 25, 2016 (*Received in Account Receivable on 01/25/2016 @ 10:00 a.m.*) seeking a procurement clearance check on the following individual/ Business is as follows:

Business Name	Account Number	Balance	Comments
<b>Rainrock, L.L.C.</b> David & Julie Orrock, lessees	<b>BSL# TC06-228</b> AB# 192981 337 West 8300 North Provo, UT 84604	\$ 0.04	<b>Procurement cleared.</b> Though the business site lease has balance of \$0.04 as of 01/28/2016 the account is considered current. The profit & loss statements are current.

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

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

my

(C) Accounts Receivable



# THE NAVAJO NATION



RUSSELL BEGAYE  
JONATHAN NEZ

*Louise Johnson, Credit Manager*

**RECEIVED**

Feb 02 2016

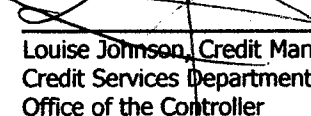
Western Regional

Economic Development Office

VIA: FACSIMILE

## MEMORANDUM

**TO:** Genevieve Keetso-Bighorse, Economic Development Specialist  
Western Regional Business Development Office  
Division of Economic Development

**FROM :**   
Louise Johnson, Credit Manager  
Credit Services Department  
Office of the Controller

**DATE:** January 25, 2016

**SUBJECT:** **PROCUREMENT CLEARANCE**

To be in compliance with the Navajo Nation Business Procurement Act, you have requested procurement clearance by Memo dated January 15, 2016 for the following individuals/business. The following is our response:

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

Business Name: Rainrock, LLC  
Address: 337 West 8300 North  
Provo, Utah 84604

No.	Name	Social Security No.	Action
1	David Orrock		Procurement Cleared
2	Julie Orrock	No SS#	Procurement Cleared

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

xc: File/Chrono: lrh

CREDIT SERVICES DEPARTMENT

P.O. Box 2405 + Window Rock, Arizona 86515 \*\*\* Phone (928) 871-6749 + Fax (928) 871-6008

# THE NAVAJO NATION



**RUSSELL BEGAYE PRESIDENT**  
**JONATHAN NEZ VICE PRESIDENT**

## M E M O R A N D U M

**TO:** Genevieve Keetso-Bighorse, EDS  
Western Regional Business Development Office  
Division of Economic Development

**FROM:**

  
Raymond Nopah, Chief Financial Officer  
Division of Economic Development

**DATE:** January 20, 2016

**SUBJECT:** Procurement Clearance

Your request was received on **January 19, 2016** at the Support Services Department. The information is provided on the individual you requested for a Procurement Check and Clearance.

**XX**

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

David Orrock  
Julie Orrock  
D.B.A. Rainrock, LLC.  
337 West 8300 North  
Provo, UT 84604

\_\_\_\_\_ The Following individual(s) listed **do** have a loan with the Navajo Nation Business Industrial Development Fund.

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



RECEIVED

FEB 03 2016

Western Regional  
Business Development Office

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

January 28, 2016

NAVAJO  
NATION  
SHOPPING  
CENTERS  
INCORPORATED

Genevieve Keetso-Bighorse, EDS  
Western Regional Business Development Office/DED  
P.O. Box 663  
Window Rock, AZ 86515

VIA FAX

CROWNPOINT

Dear Ms. Keetso-Bighorse,

PREHELL

Pursuant to your letter seeking procurement clearance for David Orrock & Julie Orrock,  
Owners, dba, Rainrock, L.L.C., Lease No. TC-06-228, 337 West 8300 North, Provo,  
Utah, 84604.

NAVAJO PINE

The Navajo Nation Shopping Centers, Inc. has never done business with the  
person/business, therefore, is cleared for procurement.

WINDOW ROCK

If you have any questions please call me at (928)871-2218.

ST. MICHAEL'S

Thank you,

PHOENIX

Melvilena John  
Accounts Receivable Technician  
Navajo Nation Shopping Centers, Inc.

CHURCH

TUBA CITY

xc: Elizabeth Tso, Controller, NNSCI  
Juanita Yazzie, Leasing Manager, NNSCI  
File

BAVANIA

SHIPROCK



**TO'NANEES'DIZI LOCAL GOVERNMENT**

*"An Enterprise of the Navajo Nation"*

P.O. Box 125, Tuba City, Arizona 86045  
Telephone: 928-283-3284 Fax: 928-283-3288  
<http://www.tonaneesdizi.navajochapters.org>  
Email: [tonaneesdizi@navajochapters.org](mailto:tonaneesdizi@navajochapters.org)

Gerald Keetso, President  
Benjamin S. Davis, Vice-President  
Velma Maloney-Begaye, Secretary/Treasurer  
Nora Tallman, Council Member  
Angie Williams, Council Member  
Angela Begay, Grazing Committee Member  
Regina L. Allison, Executive Manager  
Otto Tso, Council Delegate

February 2, 2016

Genevieve Keetso-Bighorse, EDS  
Western Regional Business Development  
Division of Economic Development  
P.O. Box 485  
Tuba City, AZ 86045

Re: Procurement Request for David Orrock, Rainrock, LLC

Dear Mrs. Keetso-Bighorse,

Per your request, this letter is a Procurement Clearance that David Orrock, Sunrock West, LLC/Rainrock, LLC dba Hollywood AZ, is registered and in compliance with the To'Nanees'Dizi Local Government Tax Ordinances and Regulations.

If you have any questions or concerns regarding this letter, please contact Alisa Begay, Tax Compliance Officer at (928)283-5200.

Sincerely,

Charlene Manygoats, Tax Manager  
To'Nanees'Dizi Local Government

xc: chrono file