

**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. TC-99-187A FOR GIANT FOUR CORNERS,
INC. TO SET RENTAL FEES TO EXCLUDE PERCENTAGE RENT ON GASOLINE
SALES**

BE IT ENACTED:

Section One. Findings

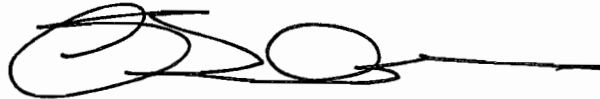
- A. The Resources and Development Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. §500 (A).
- B. The Resources and Development Committee of the Navajo Nation Council is empowered to grant final approval for non-mineral leases 2 N.N.C. §501(B) (2).
- C. Giant Four Corners, Inc. has requested that the Resources and Development Committee modify its Business Site Sublease No. TC-99-187A to exclude percentage rent on gasoline sales from rental fees. Letter from Roger K. Burton is attached as Exhibit F. Letter from Western RBDO is attached as Exhibit G.
- D. The Sublease TC-99-187A is attached as Exhibit B. The Lease TC-99-187 is attached as Exhibit C.
- E. The Navajo Business and Procurement Act Clearance Check is attached as Exhibit D. The Certificate of Good Standing is attached as Exhibit E.

Section Two. Approval

- A. The Navajo Nation hereby approves the Modification to Sublease No. TC-99-187A, 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.

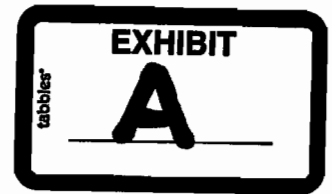
CERTIFICATION

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 Cove Chapter House, Cove, Navajo Nation (Arizona), at which quorum was present and that same was passed by a vote of 3 in favor, 0 opposed, 0 abstain this 5th day of May, 2015.



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

Motion: Honorable Benjamin Bennett
Second: Honorable Davis Filfred
Vote: 3-0 (Chairman Not Voting)



**SUBLEASE MODIFICATION
SUBLEASE NO. TC-99-187A**

It is hereby agreed by and between the NAVAJO NATION, Lessor, and Wanda Parrish, P.O. Box 218, Kayenta, Arizona 86033, Sublessor and Giant Four Corners, Inc., 1250 W. Washington, Suite 101, Tempe, Arizona 85281, "Sublessee" and _____ Surety, that the Lease covering Sublease TC-99-187A be modified this _____ day of _____ to provide:

Amendment to Section 4 (a) and (b) rental provisions to be replaced and read as follows, all other terms in this Section 4 shall remain:

(a) A percentage rental for the authorized business purposes 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. Exclude percentage rent on gasoline sales

(b) The sum of \$2,500 as a Guaranteed Minimum Annual Rental (GMAR)..

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

Wanda Parrish, Sublessor

Date: _____

Giant Four Corners, Inc.

Date: _____

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

NAVAJO NATION, LESSOR

By: _____
President, Navajo Nation

Regional Director, Navajo Region
Bureau of Indian Affairs

Date: _____

SUBLEASE

EXHIBIT

8

THIS INDENTURE made and entered into this 4th day of MAY, 1998,
by and between Paul A. Parrish, 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 SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 12 AND THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 19 EAST, GILA AND SALT RIVER MERIDIAN, IN THE COMMUNITY OF KAYENTA, WITHIN THE NAVAJO INDIAN RESERVATION, NAVAJO COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON ONE-QUARTER OF SAID SECTION 12 & 13, WHENCE THE NORTHWEST CORNER OF SAID SECTION 13 BEARS SOUTH 89 DEGREES 56 MINUTES 22 SECONDS WEST, WHICH LINE SERVES AS A BASIS OF BEARINGS FOR THIS DESCRIPTION;
THENCE SOUTH 80 DEGREES 12 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 373.35 FEET TO A POINT WHICH IS 50.00 FEET NORTHWESTERLY AS MEASURED PERPENDICULARLY FROM THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 160 AND TO THE TRUE POINT OF BEGINNING;
THENCE, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 160, SOUTH 79 DEGREES 12 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO A POINT WHICH IS 55.00 FEET NORTHEASTERLY AS MEASURED PERPENDICULARLY FROM THE NORTHEAST RIGHT-OF-WAY LINE OF NAVAJO ROUTE 18;
THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID NAVAJO ROUTE 18, NORTH 27 DEGREES 05 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 250.00 FEET;
THENCE NORTH 79 DEGREES 12 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 250.00 FEET;
THENCE SOUTH 27 DEGREES 05 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.38 ACRES, MORE OR LESS.

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

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:

<u>PERIOD</u>	<u>MONTHLY RENTAL</u>
Effective Date - May 31, 1998	\$3,939.28
June 1, 1998 - May 31, 1999	\$4,057.46
June 1, 1999 - May 31, 2000	\$4,179.18
June 1, 2000 - May 31, 2001	\$4,304.56
June 1, 2001 - May 31, 2002	\$4,433.70
June 1, 2002 - May 31, 2003	\$4,566.71
June 1, 2003 - May 31, 2004	\$4,703.71
June 1, 2004 - May 31, 2005	\$4,844.82
June 1, 2005 - May 31, 2006	\$4,990.16
June 1, 2006 - May 31, 2007	\$5,139.86
June 1, 2007 - May 31, 2008	\$5,294.06
June 1, 2008 - May 31, 2009	\$5,452.88
June 1, 2009 - May 31, 2010	\$5,616.47
June 1, 2010 - May 31, 2011	\$5,784.96
June 1, 2011 - May 31, 2012	\$5,958.51
June 1, 2012 - May 31, 2013	\$6,137.27
June 1, 2013 - May 31, 2014	\$6,321.39
June 1, 2014 - May 31, 2015	\$6,511.03
June 1, 2015 - May 31, 2016	\$6,706.36
June 1, 2016 - End of Lease	\$6,907.55

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.

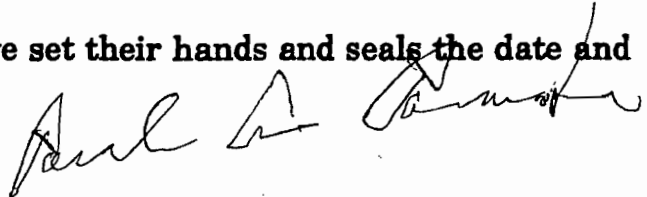
20. JURISDICTION AND GOVERNING LAW

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 date and year first above written.

Sublessor:





PAUL A. PARRISH

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.

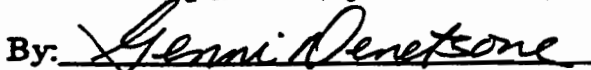
NAVAJO NATION, LESSOR

By: 
President, Navajo Nation

Date: MAY - 4 1998

Date: JAN 08 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-3-02.

By: 

ACTING AREA DIRECTOR
BUREAU OF INDIAN AFFAIRS

NOTICE OF INTENT TO TRANSFER POSSESSORY INTEREST
HELD UNDER NAVAJO NATION BUSINESS SITE LEASE

Notice is hereby given, pursuant to Paragraph 5 of the below described Business Site Lease, of intention to transfer the Lessee's possessory rights thereunder.

1. Name of present Lessee as it appears on Lease:
Thriftway Marketing Corp.
2. Date of Lease: January 8, 1999 -- Lease No. TC-99-187 A
3. Name and address of person to whom it is intended to transfer possessory interest.
Giant Four Corners, Inc.
23733 North Scottsdale Road
Scottsdale, Arizona 85255
4. An exact copy of the Agreement by which this transfer is proposed to be accomplished is attached.
5. The complete consideration for the proposed transfer is stated in the attached agreement. YES X NO If answer is NO, attach a separate sheet stating the consideration.
6. The undersigned's present Business Site Lease is attached hereto. It is understood and agreed that if the proposed transfer of possessory interest is approved, this Lease will be canceled and a new Lease for the same term as this Lease was originally issued for will be issued in its place. If the transfer is disapproved the present Lease will be returned to the Lessee named therein.

I certify, subject to the penalties provided by 18 U.S.C. Section 1001, that all information supplied with this application, including the representations made in all accompanying documents, is true, complete, and correct.

Date: July 19, 1999

Thriftway Marketing Corp.
Name of present Lessee
By: R.J. Dalley
R.J. Dalley
Vice President
Title

Name of Assignor (s):

Thriftway Marketing Corp.

Address of Assignor (s):

710 East 20th Street

Farmington, NM 87401

Name of Assignee (s):

Giant Four Corners, Inc.

Address of Assignee (s):

23733 North Scottsdale Road

Scottsdale, AZ 85255

Date of Lease being assigned: January 8, 1999

DESCRIPTION OF PREMISES

(Must agree exactly with description appearing in Lease)

A TRACT OF LAND WITHIN THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 12 AND THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 19 EAST, GILA AND SALT RIVER MERIDIAN, IN THE COMMUNITY OF KAYENTA, WITHIN THE NAVAJO INDIAN RESERVATION, NAVAJO COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON ONE-QUARTER OF SAID SECTION 12 & 13, WHENCE THE NORTHWEST CORNER OF SAID SECTION 13 BEARS SOUTH 89 DEGREES 56 MINUTES 22 SECONDS WEST, WHICH LINE SERVES AS A BASIS OF BEARINGS FOR THIS DESCRIPTION;
THENCE SOUTH 80 DEGREES 12 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 373.35 FEET TO A POINT WHICH IS 50.00 FEET NORTHWESTERLY AS MEASURED PERPENDICULARLY FROM THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 160 AND TO THE TRUE POINT OF BEGINNING;
THENCE, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 160, SOUTH 79 DEGREES 12 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO A POINT WHICH IS 55.00 FEET NORTHEASTERLY AS MEASURED PERPENDICULARLY FROM THE NORTHEAST RIGHT-OF-WAY LINE OF NAVAJO ROUTE 18;
THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID NAVAJO ROUTE 18, NORTH 27 DEGREES 05 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 250.00 FEET;
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THENCE SOUTH 27 DEGREES 05 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.38 ACRES. MORE OR LESS.

The above assignment and assumption are here by approved.

DATE APPROVED: **JAN 17 2000**
Pursuant to Secretarial Redlegation
Order 209 DM 8, Secretary's Order Nos.
3150 and 3177, 10 BIAM Bulletin 13, as
amended.

NAVAJO NATION, LESSOR

By: KAB

Date: 1-4-00

INO Genni Denetson
Regional Director, Navajo Region
Bureau of Indian Affairs

ASSIGNMENT OF BUSINESS SITE LEASE
NAVAJO NATION

KNOW ALL MEN BY THESE PRESENTS, that we, the Assignors named below, for good and valuable consideration, to us in hand paid by the Assignee below, hereby assign to the said Assignee that certain Navajo Nation Business Site Lease described below TO HAVE AND TO HOLD the same unto the Assignee from and after the date of approval of this Assignment by the President of the Navajo Nation for the unexpired portion of the term mentioned in said Lease, together with all the rights therein granted. It is understood and agreed that this assignment shall be null and void if disapproved by the President of the Navajo Nation.

Dated this 19th day of July, 1999

THRIFTWAY MARKETING CORP.

By: R.J. Dalley
R.J. Dalley,
Vice President
Signature of Assignors

NOTE: IF ASSIGNOR IS MARRIED, BOTH HUSBAND AND WIFE SHOULD SIGN

STATE OF NEW MEXICO)

COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 19th day of July, by R.J. Dalley, Vice President of Thriftway Marketing Corp., a New Mexico corporation, on behalf of said corporation.

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

OFFICIAL SEAL
Robert G. Moss
NOTARY PUBLIC
STATE OF NEW MEXICO

MY COMMISSION EXPIRES: 08/05/2002

[Signature]
Notary Public

ASSUMPTION OF LEASE

I, the Assignee named below, for and in consideration of the approval of the above Assignment by the Navajo Nation, Lessor, acting by and through its duly authorized agents, hereby assume and agree to pay and be bound by all the rents, covenants, terms and conditions of that certain Navajo Nation Business Site Lease described below, to the same extent as if I were the Lessee originally named therein. I understand and agree that this assumption shall be null and void if the above Assignment is disapproved by the President of the Navajo Nation, but otherwise shall be of full force and effect and irrevocable by me.

DATED this 28th day of July, 1999

GIANT FOUR CORNERS, INC.

By: Mark B. Cox
Title: General Officer
Signature of Assignors

STATE OF:

Arizona

COUNTY OF:

Maricopa

This instrument was acknowledged before me this

28th

day of

July

1999

by

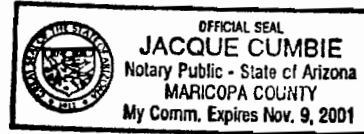
Mark B. Cox

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

MY COMMISSION EXPIRES:

11/09/2001
08/05/2002

Jacque Cumbie
Notary Public



CONSENT OF SUBLESSOR

Paul A. Parrish, hereinafter referred to as "Sublessor", consents to the attached Assignment of the Sublease Agreement of premises described as follows:

A TRACT OF LAND WITHIN THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 12 AND THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 19 EAST, GILA AND SALT RIVER MERIDIAN, IN THE COMMUNITY OF KAYENTA, WITHIN THE NAVAJO INDIAN RESERVATION, NAVAJO COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON ONE-QUARTER OF SAID SECTION 12 & 13, WHENCE THE NORTHWEST CORNER OF SAID SECTION 13 BEARS SOUTH 89 DEGREES 56 MINUTES 22 SECONDS WEST, WHICH LINE SERVES AS A BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE SOUTH 80 DEGREES 12 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 373.35 FEET TO A POINT WHICH IS 50.00 FEET NORTHWESTERLY AS MEASURED PERPENDICULARLY FROM THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 160 AND TO THE TRUE POINT OF BEGINNING; THENCE, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 160, SOUTH 79 DEGREES 12 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO A POINT WHICH IS 55.00 FEET NORTHEASTERLY AS MEASURED PERPENDICULARLY FROM THE NORTHEAST RIGHT-OF-WAY LINE OF NAVAJO ROUTE 18; THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID NAVAJO ROUTE 18, NORTH 27 DEGREES 05 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 250.00 FEET; THENCE NORTH 79 DEGREES 12 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 250.00 FEET; THENCE SOUTH 27 DEGREES 05 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.38 ACRES, MORE OR LESS

on the condition that Assignee shall accept the Assignment in writing, including all rights, duties, and liabilities imposed on Sublessee by the Sublease Agreement, and Assignee shall agree to be bound by all terms and conditions of the Sublease Agreement, including the duty to pay rent to Sublessor.

SUBLESSOR:

PAUL A. PARRISH
PAUL A. PARRISH

Date: Oct 1, 1999



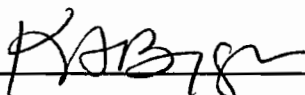
Thumbprint of
Paul A. Parrish

Shelly Parrish Begay
Witness

Paulith T. Parrish
Witness

The above Consent of Sublessor is hereby approved:

NAVAJO NATION, LESSOR

By: 

Date: 1-7-00

DATE APPROVED: JAN 17 2000

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



ACTING

~~Area Director, Navajo Area~~ Regional Director, Navajo Region
Bureau of Indian Affairs

542/Business Leasing

XXXXXXXXXXXXX
NAVAJO REGION
P. O. Box 1060
Gallup, New Mexico 87305-1060

DEC 19 2001

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Ray Horton
Project Manager
Giant Industries, Inc.
23733 North Scottsdale Road
Scottsdale, AZ 85255

Dear Mr. Horton:

Enclosed for your use and information is approved Sublease No. TC-99-187A, entered into between Wanda S. Parrish and Giant Four Corners, Inc. The lease site is located at Kayenta, Arizona, Navajo County, Arizona and contains 1.38 acres more or less. The authorized purposes is the sale of general merchandise, fast food items, gasoline and operation of a convenience store.

Please note that other concerned parties will be provided a copy of the approved sublease documents.

If you have any questions, please call T. J. Namingha at (928) 871-5939.

Sincerely,

/s/ Elouise Chicharello

Regional Director

Enclosure

cc: Wanda S. Parrish, P. O. Box 218, Kayenta, AZ 86033-0218
Director, Division of Economic Development
Director, Financial Services Department, Accounts Receivable
Director, Land Department
RBDO, Tuba City
RES, Western Navajo Agency

DEC 31 2001

SUBLEASE MODIFICATION

It is hereby agreed by and between the NAVAJO NATION, Lessor, and Paul Parrish, Sublessor, and Giant Four Corners, Inc., Sublessee, and The American Insurance Company Surety, that the Lease covering the Sublease, TC-99-187A be modified this 13th day of September, 2001 to provide:

It is hereby agreed by and between THE NAVAJO NATION, Lessor, Paul Parrish (Deceased), Sublessor, and Giant Four Corners, Inc., Sublessee, under the Sublease No. TC-99-187A that the name Paul Parrish be removed with all rights and interest and add Wanda S. Parrish (Surviving Spouse) as Sublessor. The Sublease No. TC-99-187A is hereby between Wanda S. Parrish as Sublessor and Giant Four Corners, Inc., as Sublessee.

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.

Maryann Carafello
Surety Maryann Carafello
Attorney-in-Fact

Surety

Paul Parrish
Sublessee

Wanda S. Parrish
Sublessor

THE NAVAJO NATION, LESSOR

By: [Signature]
President, Navajo Nation

Date: 9-21-01

Approved: DEC 20 2001
Pursuant to Secretarial Redlegation Order 209
DM 8, 230 DM 1 and 3 IAM 4.

By: [Signature]
Regional Director, Navajo Region
BUREAU OF INDIAN AFFAIRS

FIREMAN'S FUND INSURANCE COMPANY

**NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY**

**ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY**

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That FIREMAN'S FUND INSURANCE COMPANY, a California corporation, NATIONAL SURETY CORPORATION, an Illinois corporation, THE AMERICAN INSURANCE COMPANY, a New Jersey corporation redomesticated in Nebraska, ASSOCIATED INDEMNITY CORPORATION, a California corporation, and AMERICAN AUTOMOBILE INSURANCE COMPANY, a Missouri corporation, (herein collectively called "the Companies") does each hereby appoint Michael C. Metzger, David A. Castillo, Thomas O. Wilder, Terry Crull, David G. Jensen or Maryann Carafello of Phoenix, AZ

their true and lawful Attorney(s)-in-Fact, with full power of authority hereby conferred in their name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof -----

and to bind the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seals of the Companies and duly attested by the Companies' Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted under and by the authority of Article VII of the By-laws of each of the Companies which provisions are now in full force and effect.

This power of attorney is signed and sealed under the authority of the following Resolution adopted by the Board of Directors of each of the Companies at a meeting duly called and held, or by written consent, on the 19th day of March, 1995, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of the Companies, and the seal of the Companies may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Companies."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed by their Vice-President, and their corporate seals to be hereunto affixed this 04 day of June, 2001.



FIREMAN'S FUND INSURANCE COMPANY
NATIONAL SURETY CORPORATION
THE AMERICAN INSURANCE COMPANY
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

STATE OF CALIFORNIA }
COUNTY OF MARIN } SS.

By Donn R. Kolbeck
Vice-President

On this 04 day of June, 2001, before me personally came Donn R. Kolbeck to me known, who, being by me duly sworn, did depose and say: that he is a Vice-President of each company, described in and which executed the above instrument; that he knows the seals of the said Companies; that the seals affixed to the said instrument are such company seals; that they were so affixed by order of the Board of Directors of said companies and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Kristin A. Gazzoli
Notary Public

CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF MARIN } SS.

I, the undersigned, Resident Assistant Secretary of each company, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII of the By-laws of each company, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 13th day of September, 2001.



Scott E. Crutty
Resident Assistant Secretary

LEASE

LEASE NUMBER: TC-99-187

LEASE FEE: \$55.00

EXHIBIT

C

THIS LEASE, in sextuplicate, is made and entered into this 4th day of May, 1998, by and between THE NAVAJO NATION, hereinafter called Lessor, whose address is Post Office Box 308, Window Rock, Navajo Nation (Arizona) 86515, and PAUL PARRISH, hereinafter called the Lessee, whose address is P.O. Box 218, Kayenta, Arizona 86033, in accordance with the provisions of 25 U.S.C., Sections 415 and 635, as implemented by the regulations contained in 25 CFR Part 162, and any amendments thereto relative to business leases on restricted lands which by this reference are made a part hereof.

1. DEFINITIONS

- A. "Secretary" means the Secretary of the Interior or his authorized representative, delegate, or successor.
- B. "Gross Receipts" means all income, including money and any other thing of value, received by or paid to Lessee or its affiliates, whether individuals, corporations, partnerships, or other legal entity, or received by or paid to others for Lessee's or its affiliates' use and benefit, derived from business done, sales made, or services rendered directly or indirectly from or on the leased premises or any portion thereof. All income accruing from credit transactions shall be treated as "gross receipts" as of the date credit is extended. Gross Receipts shall not include amounts collected and paid out for a sales or excise tax imposed by any duly constituted governmental authority where such tax is billed to the purchaser as a separate item. Any taxes paid by the Lessee as part of the cost of merchandise purchased by the Lessee are not to be excluded or deducted. It shall not include credits for the exchange of goods or merchandise between stores, if any, of Lessee or its affiliates where such exchange is made solely for the convenient operation of business and not for the purpose of consummating a sale previously made directly from or on the leased premises. It shall not include the amount of any refund where the merchandise sold, or some part thereof, is returned by the purchaser and accepted by Lessee or its affiliates. It shall not include income from the sale of fixtures, or good will, or the sale of improvements, including, but not limited to, corrals, buildings, livestock scales and holding pens.
- C. "Regulated Substance" is as defined at 42 U.S.C. 6991(2), which is any substance defined in section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (42 U.S.C. 9601(14)) (but not including any substance regulated as a hazardous waste under subtitle C of the Resource Conservation and Recovery Act (42 U.S.C. 6921 et seq.) and, petroleum.
- D. "Storage Tank" is any tank which is defined by either of the following subsections.
 - 1.) An underground storage tank as defined at 42 U.S.C. 6991(1), or any storage tank, regardless of the percentage of such tank which is located above or below ground, which is not excluded under 42 U.S.C. 6991(1) and which is used for the storage of regulated substances, or;
 - 2.) Any above ground storage tank as defined in the proposed Navajo Nation Above Ground Storage Tank Act or underground storage tank as defined in the proposed Navajo Nation Underground Storage Tank Act upon passage of each respective

proposed Act.

E. Federal Laws:

- 1.) "CERCLA" is the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 *et seq.*
- 2.) "RCRA" is the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*

2. LAND DESCRIPTION

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

A TRACT OF LAND WITHIN THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 12 AND THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 19 EAST, GILA AND SALT RIVER MERIDIAN, IN THE COMMUNITY OF KAYENTA, WITHIN THE NAVAJO INDIAN RESERVATION, NAVAJO COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON ONE-QUARTER OF SAID SECTION 12 & 13, WHENCE THE NORTHWEST CORNER OF SAID SECTION 13 BEARS SOUTH 89 DEGREES 56 MINUTES 22 SECONDS WEST, WHICH LINE SERVES AS A BASIS OF BEARINGS FOR THIS DESCRIPTION;
THENCE SOUTH 80 DEGREES 12 MINUTES 05 SECONDS WEST FOR A DISTANCE OF 373.35 FEET TO A POINT WHICH IS 50.00 FEET NORTHWESTERLY AS MEASURED PERPENDICULARLY FROM THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 160 AND TO THE TRUE POINT OF BEGINNING;
THENCE, PARALLEL WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 160, SOUTH 79 DEGREES 12 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO A POINT WHICH IS 55.00 FEET NORTHEASTERLY AS MEASURED PERPENDICULARLY FROM THE NORTHEAST RIGHT-OF-WAY LINE OF NAVAJO ROUTE 18;
THENCE PARALLEL WITH THE NORTHEASTERLY LINE OF SAID NAVAJO ROUTE 18, NORTH 27 DEGREES 05 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 250.00 FEET;
THENCE NORTH 79 DEGREES 12 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 250.00 FEET;
THENCE SOUTH 27 DEGREES 05 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.38 ACRES, MORE OR LESS.

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

3. PURPOSE, UNLAWFUL USES

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

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

The leased premises shall not be used by Lessee, Sublessee(s) or Assignee(s) for any purpose or purposes other than those set out above, except with the prior written consent of Lessor and the Secretary, which consent may be withheld, granted, or granted upon conditions, in the sole discretion of Lessor and the Secretary.

Lessee agrees that it will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

4. TERM

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

5. CONDITION OF LEASED PREMISES

Lessee has performed an independent investigation of the leased premises and knows the leased premises and improvements thereon and accepts the same as-is. No representations as to the condition of the leased premises have been made by Lessor, any agent of Lessor or the United States prior to or at the time of execution of this Lease and Lessee warrants that it has not relied on any warranty or representation made by or for Lessor or the United States, but solely upon Lessee's independent investigation.

The independent investigation shall include an environmental site assessment which provides the Lessee with knowledge of the environmental status of the leased premises, including the status of the storage tanks and/or other regulated substances.

6. RENTAL

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 greater of the following amounts as annual rental hereunder:

- (a) A percentage of gross receipts of business as specified below, whether such businesses are operated by Lessee, Sublessee, Assignee or operated under a management agreement:

The rental rates, which Lessee shall pay to Lessor, will be adjusted to reflect the Percentage of Navajo Ownership at the site, according to the following formula:

Rentals at this site, if operated by a non-Navajo-owner 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 or operated by a Navajo owner or an entity in which Navajo Indians have ownership, the rental rates set forth above will be adjusted based on 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:

- (1) 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%;
- (2) 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%;
- (3) 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%;

(4) 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%;

(5) 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 to The Navajo Nation and The Secretary of the Interior that a qualifying Percentage of Navajo Ownership has been reached.

Any percentage or minimum rental paid to the Navajo Nation by a sublessee shall be credited against the rental obligations of Lessee called for herein.

Notwithstanding the provisions herein contained, the rentals herein set forth shall not be subject to renegotiation because of the sublease entered into contemporaneous with the issuance of this Lease.

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

It is acknowledged and agreed that Lessee's rental obligation hereunder is an obligation to pay either the percentage rental amounts more specifically defined in Section 6 (a) above or the guaranteed minimum annual rent (GMAR) as more specifically set forth in Section 6(b) above, whichever amount is greater.

The Lessee must make monthly rental payments in advance equal to at least one-twelfth of the aforementioned minimum annual rental not later than the tenth (10th) day after the first day of the month for which the rental is due. 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 the rental is due. All rental shall be deposited with the Controller of the Navajo Nation. When the annual accounting required by Section 7 of this Lease is completed, the Lessee shall pay any balance due on any percentage rental, or if there is overpayment, the overpayment shall be credited toward future rents.

Rental unpaid ten (10) days after the due date shall bear interest at five percent (5%) per annum, in excess of the prime rate of interest as published by the Wall Street Journal, from the date it becomes due until paid, but this provision shall not be construed to relieve the Lessee from any default in making any rental payment at that time and in the manner herein specified. The rents called for hereunder shall be paid without prior notice or demand.

While the leased premises are in trust or restricted status, the Secretary may in his discretion suspend the direct rental payment provisions of this Lease, in which event the rental shall be paid to the Secretary or his authorized representative. In the event a sublease, assignment, management agreement or transfer of this Lease or any right to or interest in this Lease or any improvements on the leased premises shall be entered into, the rent and other terms of this Lease shall be subject to renegotiation and the provisions of Section 14 of this Lease.

7. ACCOUNTING

The Lessee shall, not later than April 15, of each successive calendar year or fraction thereof following the date the term of this Lease begins, submit to Lessor and the Secretary individually, certified statements of gross receipts. Failure to submit aforementioned statements on a timely basis shall be considered a breach of the Lease and the Lease may be subject to cancellation. With said statements, Lessee shall tender payment of any balance due for the preceding calendar year under the percentage rental fee as set forth in Section 6 above. Said statement shall be prepared by a Certified Public Accountant, licensed in the State of Arizona, New Mexico, or Utah, in conformity with standard accounting procedures. Any duly authorized representative of the United States Government, or any qualified accounting agent or agents appointed by the Lessor, shall have access to and the right to examine and audit any pertinent books, documents, papers, and records of the Lessee and the Lessee's tenants, if any, relating to this Lease during the normal business hours of any working day. Lessee shall insert a similar provision in all subleases and shall make available to said representative, agent, or agents, all books and records of Lessee's tenants which may be requested or may be necessary for completion of a full audit of all business conducted on the leased premises. The acceptance by the Lessor or the Secretary of any monies paid to Lessor or the Secretary by Lessee as percentage rental for the leased premises as shown by any statement furnished by Lessee shall not be an admission of the accuracy of said statement, or of the sufficiency of the amount of said percentage rental payment, but the Lessor or the Secretary shall be entitled at any time within four (4) years after receipt of any such percentage rental payment to question the sufficiency of the amount thereof and/or the accuracy of the statements furnished by Lessee to justify same and shall have the right to examine and/or audit as hereinbefore described. Therefore, Lessee shall for said period of four (4) years after submission to the Lessor or the Secretary of any such statement keep safe and intact all of Lessee's records, books, accounts, and other data which in any way bears upon or are required to justify in detail any such statement, and Lessee shall insert a provision in all subleases requiring similar retention of records.

8. IMPROVEMENTS

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 its original state upon termination of this Lease. The term "removable personal property" as used in this Section shall not include property which normally would be attached or affixed to the buildings, improvements or land in such a way that it would become a part of the realty, regardless of whether such property is in fact so placed in or on or affixed to the buildings, improvements or land in such a way as to legally retain the characteristics of personal property. Lessee shall remove all removable personal property and trade fixtures prior to termination of this Lease. Should Lessee fail to remove said personal property and trade fixtures prior to termination of this Lease, said property shall thereupon become property of Lessor, and may be disposed of in any manner by Lessor.

Notwithstanding any provision of this Lease, the terms of this and the immediately following paragraphs govern ownership and removal responsibility for any regulated substances or petroleum product manufacturing, processing, storage, or conveyance facilities placed in or on the leased land. Any such facilities must comply with applicable federal, state, Navajo Nation

and local law including, in the case of storage tanks, requirements for corrosion protection, spill and overfill protection and leak detection. Any repairs made to such facilities must comply with applicable repair standards. Lessee shall provide the appropriate Navajo Nation Regional Business Development Office or its successor with complete and legible copies of all documents establishing Lessee's ownership of, lease of, or acquisition of any other use interest in any storage tanks installed on the leased premises.

Unless otherwise notified by the Lessor, Regulated substances and storage tanks are the property of the Lessee who placed them on the property and do not become the property of the Lessor for RCRA liability purposes or otherwise upon the expiration of the Lease. Lessee is the owner for RCRA, 42 U.S.C. 6991(3) purposes of any storage tanks placed on the leased premises. Petroleum manufacturing, processing, storage, storage tanks, or conveyance facilities shall be removed by Lessee unless notified by Lessor in writing not to remove all or part of such property. Whatever property remains on the leased premises as a result of such notification shall become the property of Lessor upon termination of the Lease.

Prior to termination of the Lease and prior to vacation of the property the Lessee shall remove any of the improvements subject to removal as described above, and below, assess the site for potential contamination, remediate any contamination discovered, and satisfy or actively and in good faith seek resolution of any third party damages which may have occurred. Should any of the above activities extend past the termination date of the Lease, the Lease shall be extended pursuant to Section 32 and Lessee shall remain financially responsible for completing these activities. The bond or insurance required to be posted under Section 22 of this Lease shall not be released or terminated until these activities are completed.

Separate and apart from the above stated property removal obligations and prerogatives, upon notice from Lessor within a reasonable period after expiration of the Lease, Lessee shall remove all improvements from the leased premises named in Lessor's request or shall restore all or part of the premises to its original condition, as designated in Lessor's notice.

9. [INTENTIONALLY OMITTED]

10. [INTENTIONALLY OMITTED]

11. CONSTRUCTION, MAINTENANCE, REPAIR, ALTERATION

All improvements placed on the leased premises shall be constructed in a good and workmanlike manner in compliance with applicable laws and building codes. All parts of buildings visible to the public or from adjacent properties shall present a pleasant appearance as determined by Lessor and all service areas shall be screened from public view to the satisfaction of Lessor. Lessee shall, at all times during the term of this Lease and at Lessee's sole cost and expense, maintain the premises and all improvements thereon and any alterations, additions, or appurtenances thereto, in good order and repair and in a safe, sanitary, neat and attractive condition, and shall otherwise comply with all laws, ordinances and regulations applicable to said premises. Lessee shall have the right during the term of this Lease to make limited alterations, additions or repairs to improvements on the premises in an amount not to exceed \$1,000.00 per year. Alterations, additions or repairs in excess of the above amount or any removal or demolition of an improvement shall not be made without the prior written approval of Lessor. Lessee shall indemnify and hold harmless the Lessor and the United States Government against liability for all claims arising from Lessee's failure to maintain said

premises and the improvements thereon as hereinabove provided, or from Lessee's non-observance of any law, ordinance or regulation applicable thereto.

12. RENTAL AND PERFORMANCE BOND

Upon approval of this Lease by the Secretary, Lessee agrees to post a corporate surety bond or other security acceptable to Lessor and the Secretary in a penal sum of \$10,000.00, which bond shall be deposited with the Secretary and shall remain in force for the full term of this Lease, at the discretion of Lessor and the Secretary.

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

13. CONSTRUCTION BOND

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

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

If Lessee enters into a construction loan agreement with a financial institution, said loan agreement shall be subject to the approval of Lessor. Prior to such approval, Lessee shall perform all conditions precedent to the assumption of obligations under the agreement by the financial institution and Lessee shall deposit with the lending institution the difference between the amount of the loan and the total cost of the improvement.

14. SUBLEASE, ASSIGNMENT, MANAGEMENT AGREEMENT, TRANSFER

Lessee shall not sublease, assign, place under a management agreement, or in any manner whatsoever transfer this Lease or any right to or interest in this Lease or any of the improvements on the leased premises, or sell, assign or transfer more than forty-nine percent (49%) of the corporate stock of any corporation named as Lessee without the written approval of Lessor, the Secretary and sureties, if any, and no such sublease, assignment, sale, amendment or transfer shall be valid or binding without such approval, and then only upon the condition that the Sublessee, assignee or other successor in interest, excepting an approved encumbrancer, shall agree in writing to be bound by each and all of the covenants and conditions of this Lease.

Should Lessee attempt to make any such sublease, assignment, sale, amendment, or transfer, except as aforesaid, such action shall be deemed a breach of this Lease, excepting that an encumbrancer, as herein set forth, may enforce his rights in the manner hereinafter provided. Approval of one sublease, assignment, sale, amendment or transfer shall not validate a subsequent sublease, assignment, sale, amendment or transfer, and the restrictions of this Section shall apply to each successive sublease, assignment, sale, amendment or transfer hereunder and shall be severally binding upon each and every Sublessee, assignee, transferee and other successor in interest of the Lessee, excepting an encumbrancer.

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

Approval or disapproval of any sublease, assignment, management agreement, or transfer, for any purpose whatsoever, by the Lessee shall not be unreasonably withheld by Lessor. Lessor shall have forty-five (45) days after receiving all required documentation for any sublease, assignment, management agreement, or transfer in which to approve or disapprove the same. If Lessor fails to approve or disapprove any sublease, assignment, management agreement, or transfer within forty-five (45) days after receiving all required documentation, the same shall be deemed to have been approved by Lessor. Approval of any sublease, assignment, management agreement, or transfer is subject to the approval of the Secretary. Lessor reserves the right to adjust the rental provisions of this Lease upon any sublease, assignment or transfer.

15. ENCUMBRANCE

This Lease, or any right to or interest in this Lease or any of the improvements on the leased premises, may not be encumbered without the written approval of the Lessor, the Secretary and sureties and no such encumbrance shall be valid without said approval, except that such encumbrances required to complete construction of the improvements called for pursuant to the terms and conditions of the Settlement Agreement entered into between the Navajo Nation and Thriftway Marketing Corp. on the 21st day of August, 1997 are specifically authorized and

approved upon execution of this document, without the written approval of the Lessor and the Secretary.

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

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

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

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

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

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

In the event Lessee or Lessor does not avail himself of the above rights and any sale under the approved encumbrance occurs, whether by power of sale or foreclosure, the purchaser at such sale shall succeed to all of the rights, title, and interest of the Sublessee in the subleasehold

covered by said encumbrance. It is further agreed that if the purchaser at such a sale is the encumbrancer, the encumbrancer may sell and assign the subleasehold without any further consent, provided that the assignee shall agree in writing to be bound by all the terms and conditions of the sublease, and provided further that the assignee is subject to the normal regulatory approval of the Navajo Nation and the Bureau of Indian Affairs. If the encumbrancer is the purchaser, it shall be required to perform the sublease only so long as it retains title thereto. If a sale under the approved encumbrance occurs and the purchaser is a party other than the encumbrancer, approval by Lessor and the Secretary of any assignment will be required and said purchaser, as successor in interest to the Sublessee, shall be bound by all the terms and conditions of the sublease and will assume in writing all the obligations thereunder.

2. In the event of default by the Lessee of the terms of an approved encumbrance, the encumbrancer may exercise any rights provided in such approved encumbrance, provided that before any sale of the leasehold, whether under power of sale or foreclosure, the encumbrancer shall give to Lessor and the Secretary notice of the same character and duration as is required to be given Lessee by such encumbrance and/or by applicable law. If notice of such sale be given, and the defaults of any of them upon which notice of sale is based shall then continue, Lessor shall have the following rights which may be exercised at any time prior to the completion of sale proceedings:
 - (a) To pay to the encumbrancer the full unpaid principal amount of the approved encumbrance plus unpaid interest accrued to the date of such payment, plus sale costs incurred to the date of such payment.
 - (b) To execute in favor of the encumbrancer a promissory note and a new encumbrance, which new encumbrance must be approved by the Secretary, for the full unpaid principal amount of the approved encumbrance, plus unpaid interest accrued to the date of such execution, plus sale expenses incurred to the date of such execution, upon the same terms and conditions as originally provided by the approved encumbrance, and delivering to the encumbrancer a policy of title insurance in the face amount of such promissory note, issued by a reputable title insurance company, and insuring that the new encumbrance is a first lien upon the property described in this Lease subject only to current taxes and to conditions, restrictions and reservations of record at the time of recording the new encumbrance.

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

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

Lessor and the Secretary of any assignment will be required and said purchaser, as successor in interest to the Lessee, shall be bound by all the terms and conditions of this Lease and will assume in writing all the obligations thereunder.

16. LIENS, TAXES, ASSESSMENTS, UTILITY CHARGES

Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee. Lessee shall discharge all such liens before any action is brought to enforce same; further, Lessee shall pay before becoming delinquent, all taxes, assessments, licenses, fees, and other like charges levied during the term of this Lease upon or against the leased land and all interests therein and property thereon, for which either Lessee or Lessor may become liable. Upon request Lessee shall furnish Lessor and the Secretary written evidence duly certified that any and all taxes required to be paid by Lessee have been paid, satisfied, or otherwise discharged. Lessee shall have the right to contest any claim, asserted tax, or assessment against the property, by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless Lessor, the Secretary and the leased premises and all interest therein and improvements thereon from any and all claims, taxes, assessments, and like charges and from any lien therefor, or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by Lessee. In addition to the rents, taxes and other charges herein described, Lessee shall pay charges for water, sewage, gas, electricity, telephone, and other utility services supplied to said premises.

17. LESSOR'S PAYING CLAIMS

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

18. SANITATION

Lessee hereby agrees to comply with all applicable sanitation codes, requirements, or laws which may be related to the purpose of this document as set forth in Section 3 hereinabove. Such compliance shall specifically include, but not be limited to, the sanitary regulations of the U.S. Public Health Service. Lessee further agrees to at all times maintain the entire premises in a safe, sanitary condition, presenting a good appearance both inside and out in all buildings operated on the leased premises.

Lessee agrees to comply with applicable federal, state, Navajo Nation and local laws, statutes, ordinances and regulations, court and administrative orders and decrees pertaining to all environmental matters including but not limited to the storage and disposal of regulated substances. Lessee further agrees that all solid waste generated by the Lessee or by any Sublessee shall be disposed of only at a state or tribally certified public or private landfill, and shall maintain records to demonstrate compliance with this requirement.

Lessee agrees to maintain all records required by applicable law and regulations and to make such records available to appropriate officials of the Navajo Nation or federal government.

19. REGULATED SUBSTANCES

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

Lessee shall provide the Navajo Environmental Protection Agency and the Risk Management Department of the Navajo Nation with a clear and legible copy of all notices or reports concerning storage tank installation, testing, leakage, or remediation at the premises subject to this Lease which Lessee is required by applicable law, or regulation, to provide to the United States Environmental Protection Agency or which lessee otherwise provides to the United States Environmental Protection Agency. Service of documents as required by this Lease upon the Navajo Environmental Protection Agency shall be by first class mail to:

UST-AST Program
Navajo Environmental Protection Agency
P. O. Box 339
Window Rock, Arizona 86515

and,

Risk Management Department
P.O. Box 1690
Window Rock, Az. 86515

or their respective institutional successors.

20. PUBLIC LIABILITY INSURANCE

At all times during the term of this Lease, Lessee shall carry a public liability insurance policy in the amount of \$1,000,000.00 for personal injury to one person and \$1,000,000.00 per occurrence, and \$1,000,000.00 for property damage. Said policy shall be obtained from a reliable insurance company licensed to do business in the State in which the leased premises are

located and shall be written jointly to protect Lessee, Lessor and the United States of America and shall provide for notification to Lessor prior to any cancellation or non-renewal of said policy for any reason including non-payment of premiums. A copy of said policy shall be furnished Lessor and the Secretary. There shall be a periodic review, at not less than five (5) year intervals, of all insurance policies and coverage amounts held under this Lease. The review shall give consideration to the economic conditions at the time and may result in adjustment of the type of insurance coverage or the amounts of any coverage whenever, in the discretion of Lessor, such adjustment is necessary for the protection of Lessor or the United States. Neither Lessor nor the United States Government, nor their officers, agents or employees, shall be liable for any loss, damage, death or injury of any kind whatsoever to the person or property of Lessee or any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure existing or erected thereon, or arising from any accident, fire, or from any other casualty on said premises or from any other cause whatsoever and Lessee, as a material part of the consideration for this Lease, hereby waives on Lessee's behalf all claims against Lessor and the United States Government and agrees to hold Lessor and the United States Government free and harmless from liability for all claims for any loss, damage, injury or death arising from the condition of the premises or use of the premises by Lessee, together with all costs and expenses in connection therewith.

21. FIRE AND DAMAGE INSURANCE

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

A copy of said policy shall be deposited with Lessor and the Secretary. In the event of damage to any improvement on the leased premises, Lessee shall rebuild, repair or otherwise reinstate the damaged improvement or building in a good and substantial manner according to the plan and elevation of the improvement or building so destroyed or damaged or in accordance with any modified plan approved in writing by the Lessor prior to commencement of repair or reconstruction. Repair or reconstruction shall commence as soon as possible and, in any event, within one (1) year after the damage occurs and shall be pursued diligently. Insurance proceeds shall be deposited in an escrow account with an institution approved by Lessor and the Secretary. Lessee shall also deposit in said escrow account all additional funds required to reconstruct the damaged improvement. Escrow instructions shall include provisions that all funds so deposited shall be used to reconstruct the damaged improvements and that funds shall be disbursed during the progress of reconstruction on proper architect's, engineer's, or contractor's certificates. All money in escrow after reconstruction has been completed shall be paid to Lessee.

In the event of damage to the extent of seventy-five (75%) or more of the total value of all improvements on the leased premises during the last five (5) years of the term of this Lease, Lessee shall have the option to reconstruct said improvements. Lessee shall provide Lessor with a written notice of the exercise of Lessee's reconstruction option within thirty (30) days of the event of damage giving rise to Lessee's reconstruction option. Should Lessee exercise its option to reconstruct, Lessee shall commence reconstruction of the damaged improvements within ninety (90) days of Lessee's exercise of its reconstruction option and shall diligently

pursue the reconstruction to completion. Should Lessee not exercise its option to reconstruct, this Lease shall terminate one hundred and twenty (120) days after the event of damage giving rise to Lessee's reconstruction option. The leased premises shall be cleared of debris at Lessee's expense prior to termination of the Lease. Lessee shall not be charged rent during the period of debris removal unless Lessee occupies the leased premises beyond the Lease termination date, after which the Lessee will be charged hold over rental as provided in Section 32. In the event Lessee does not reconstruct, all insurance proceeds shall be paid to Lessor.

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

22. FINANCIAL RESPONSIBILITY FOR STORAGE TANKS

If the Lessee or Sublessee installs or operates storage tanks on the leased property, the Lessee or Sublessee shall post a bond, obtain insurance or provide such other evidence of financial responsibility that meets all the requirements of 40 C.F.R. part 280, subpart H regardless of whether the storage tank in question is an above-ground or underground storage tank. Lessee shall provide proof of this bond, insurance or other qualifying financial responsibility mechanism to the Risk Management Department of the Navajo Nation contemporaneous with Lessee's submission of proof of other bonds or insurance to the Bureau of Indian Affairs. This bond or insurance shall remain in effect for the term of the base lease or sublease, and any renewals thereof, and shall not be released or terminated until such time as the Risk Management Department of the Navajo Nation certifies that the facility is in compliance with all applicable laws and regulations, or that the tanks have been removed and the site has been remediated, or that the base lease or sublease has been transferred and the new operator has provided proof of an adequate bond, insurance, or otherwise satisfied the 40 C.F.R. Part 280 subpart H financial responsibility requirements. It shall be the responsibility of the Lessee and the Sublessee to provide the Risk Management Department of the Navajo Nation with all proof required for release of bond or termination of insurance coverage.

23. EMINENT DOMAIN

If, at any time during the term of this Lease, the leased premises or any part thereof is taken or condemned under the laws of eminent domain, then and in every such case, the leasehold estate and interest of the Lessee in said premises or part thereof taken shall forthwith cease and terminate. All compensation awarded by reason of the takings of leased land and any taking of

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

24. DEFAULT

Time is declared to be of the essence of this Lease. Should Lessee default in any payment of monies when due, fail to post bond or be in violation of any other provision of this Lease, said violation may be acted upon by the Secretary in accordance with Title 25, Chapter 1, Part 162.14 of the Code of Regulations or any amendments thereto. In addition to the rights and remedies provided by the aforementioned regulations, Lessor or the Secretary may exercise the following options upon Lessee's default;

- A. Collect, by suit or otherwise, all monies as they become due hereunder, or enforce, by suit or otherwise, Lessee's compliance with all terms of this Lease, or
- B. Re-enter the premises and remove all persons and property therefrom, excluding the property belonging to authorized Sublessees, and re-let the premises without terminating this Lease as the agent and for the account of Lessee, but without prejudice to the right to terminate the Lease thereafter, and without invalidating any right of Lessor and the Secretary or any obligations of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of re-letting, collection, altering, and repairing, including attorney's fees and any real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor or the Secretary may sue thereafter as each monthly deficiency shall arise; or
- C. Take any other action deemed necessary to protect any interest of Lessor.

No waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant of this Lease.

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

If any approved encumbrancer shall give Lessor, before any default shall have occurred in this Lease, a written notice containing the name and address and the interest in the premises of such encumbrancer, Lessor shall thereafter give to such encumbrancer a copy of each notice of default by Lessee at the same time as such notice of default shall be given by Lessor to Lessee. Lessor shall accept such encumbrancer's performance of any of Lessee's covenants or other obligations under this Lease, with the same force and effect as though performed by Lessee. Upon providing such written notice, the encumbrancer shall have standing to pursue any appeals, permitted by applicable federal statute and regulation that Lessee would be entitled to

pursue. Further, Lessor shall not terminate the Lease if an encumbrancer has commenced and is diligently pursuing a foreclosure action to terminate Lessee's interest in said Lease and has cured or is taking action to cure the breach that is the cause of the termination.

25. ATTORNEY'S FEES

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

26. NO PARTNERSHIP

No term of this agreement shall be so construed as to provide that a partnership exists between Lessor and Lessee; the only relationship between the parties being that of Landlord and Tenant.

27. TERMINATION OF FEDERAL TRUST

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

28. OBLIGATIONS OF LESSEE

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

29. STATUS OF SUBLEASES

Termination of this Lease, by cancellation or otherwise, shall not serve to cancel approved subleases and/or subtenancies, but shall operate as an assignment to Lessor of any and all such subleases and/or subtenancies.

30. PAYMENTS AND NOTICES

All notices, payments, and demands, shall be sent to the parties hereto at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. Notices and demands shall be sent by certified mail. Service of any notice or demand shall be deemed complete ten (10) days after mailing or on the date actually received, whichever occurs first. Copies of all notices and demands shall be sent to the Secretary or his authorized representative at Navajo Area Director, Bureau of Indian Affairs, Navajo Area Office, P.O. Box 1060, Gallup, New Mexico 87305-1060.

31. INSPECTION

The Secretary and Lessor and their authorized representatives shall have the right, at any reasonable time during the term of this Lease, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed

thereon for purposes including, but not limited to, conditions affecting the health, safety and welfare of those entering the premises, the protection of the leased premises, any improvements thereto or any adjoining property or uses, or compliance with applicable environmental health or safety laws and regulations. No showing of probable cause shall be required for such entry and inspection. If testing for environmental contamination reveals environmental contamination in violation of applicable law, Lessee shall pay the costs of such testing. Nothing in this paragraph shall limit Lessee's obligation under applicable law or this Lease to perform testing or remediation or otherwise limit Lessee's liability.

32. HOLDING OVER AND LEASE EXTENSION FOR REMEDIATION

Holding over by the Lessee after the termination of this Lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder or in or to the leased premises. Lessee agrees to pay as hold over rental a daily rental computed at the rate of double the daily rental charged during the year immediately preceding termination of the Lease, from the day following the termination date of the Lease until Lessee vacates the premises.

If at the expiration of the term of the Lease, or the expiration of any extension of the term of the Lease, Lessee has not completed all removal and remediation required by this Lease and applicable law, the term of this Lease shall automatically be extended until the phase two audit required by this Lease to be performed during the last year of the term of this Lease and any required removal and remediation is completed. Extension of the Lease pursuant to this paragraph does not extend Lessee's right to occupy the premises for purposes of conducting the business activities described in the provision entitled "purpose, unlawful uses" of the Lease. Rather, extension of the Lease pursuant to this paragraph gives the Lessee or Lessee's agents the right to occupy the leased premises solely for the purposes of performing any necessary environmental audit(s) and any necessary remediation. During any extension of the Lease term pursuant to this paragraph Lessee shall pay rent at the rate at which rent obligations accrued during the last twelve months of the Lease's term. Lessor may, at its discretion, cancel the Lease extension set forth in this article with or without cause.

33. DELIVERY OF PREMISES

At the termination of this Lease, Lessee will peaceably and without legal process deliver up the possession of the leased premises, in good condition, usual wear and tear excepted.

34. NAVAJO PREFERENCE

In connection with all employment and contracting opportunities arising out of Lessee's activities under this Lease, Lessee shall give preference in employment and contracting to Navajo individuals and certified contractors in compliance with the Navajo Preference in Employment Act, 15 NTC Section 601 et seq. ("NPEA"), and the Navajo Nation Business Preference Law, 5 NTC Section 201 et seq. ("NNBPL"). The terms and provisions of the NPEA and NNBPL are specifically incorporated in, and become a part of this Lease. Violation of such laws by the Lessee shall constitute a breach of this Lease and provide grounds for suspension or termination of the Lease or any other remedy prescribed by the NPEA and NNBPL.

35. MINERALS

All minerals and sand and gravel contained in or on leased premises, in whatever concentration are hereby reserved for the use of Lessor, together with the right of Lessor or its authorized

agents or representatives at any time, to enter upon the land and prospect for, mine, and remove same, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee; said compensation to be determined by the Secretary.

36. LEASE BINDING

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

37. INTEREST OF MEMBER OF CONGRESS

No member of, or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this Lease if made with a corporation or company for its general benefit.

38. VALIDITY

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

39. ENVIRONMENTAL AUDITS AND COMPLIANCE DOCUMENTS

A. Entry Audit: Due to the presence of petroleum storage tanks at the Lease site, the Lessee agrees to permit Thriftway Marketing Corp., the prior Lessee or operator of the Lease site, to perform a Phase Two Environmental Audit (hereinafter "EA") at the site pursuant to the terms and conditions of the Settlement Agreement entered into between the Navajo Nation and Thriftway Marketing Corp. on the 21st day of August, 1997.

B. Final Audit(s): The Lessee shall perform a final Phase Two Environmental Audit (hereinafter "Final EA") during the last year of the Lease. The Lessee shall notify the Risk Management Department of the Navajo Nation, or any institutional successor, of

the firm chosen to perform the Final EA prior to the performance of such audit. Lessor may accept or decline the choice of environmental auditor within twenty days of written notice by Lessee. If Lessor does not respond within twenty days of the Lessee's written notice the environmental auditor is deemed accepted.

Nothing stated herein shall be construed to limit Lessee's liability for costs associated with investigation, or remediation, of regulated substances located on the leased premises including Lessee's liability for litigation costs and attorneys fees.

40. AGREEMENT TO ABIDE BY NAVAJO AND FEDERAL LAWS

The Lessee and the Lessee's employees, agents, and sublessees and their employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation, and all applicable laws, regulations and ordinances of the United States, now in force and effect or as may be hereafter in force and effect.

41. JURISDICTION AND GOVERNING LAW

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

42. SOVEREIGN IMMUNITY

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

43. LEASE REQUIREMENTS NOT EXCLUSIVE

Nothing in this Lease shall be construed to relieve lessee of any obligation pursuant to any federal or Navajo Nation law for the protection of the environment or the public health, safety, or general welfare which is currently enacted or which may be enacted at a later date.

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



PAUL PARRISH, LESSEE

Date: 10/14/97

APPROVED: JAN 08 1999
DATE

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

for Gamm Donelson

BY : _____
ACTING NAVAJO AREA DIRECTOR
BUREAU OF INDIAN AFFAIRS

NAVAJO NATION, LESSOR

By:
President, Navajo Nation

Date : MAY - 4 1998

XXXXXXXXXX
NAVAJO REGION
542/Business Leasing P. O. Box 1060
Gallup, New Mexico 87305-1060

NOV 26 2001

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Ms. Wanda S. Parrish
P. O. Box 218
Kayenta, Arizona 86033-0218

Dear Ms. Parrish:

Enclosed for your information and use is the approved Assignment of Business Site Lease No. TC-99-187 Paul Allen Parrish, Assignor; to Wanda S. Parrish, Assignee. The lease site is located in Kayenta, Navajo County, Arizona, and contains 1.38 acres, more or less. The purpose of the lease is "the sale general merchandise, fast food items, gasoline and the operation of a convenience store".

Please note that other concerned parties will be provided a copy of the approved lease assignment documents.

If you have any questions, please contact T. J. Namingha at the above address or telephone (928) 871-5939.

Sincerely,

/S/ OMAR C. BRADLEY

ACTING Regional Director

Enclosures

cc: Tuba City RBDO
Director, Division of Economic Development
Director, Land Department
Director, Financial Services, Accounts Receivable
Tuba City, RES



ASSIGNMENT OF BUSINESS SITE LEASE
NAVAJO NATION

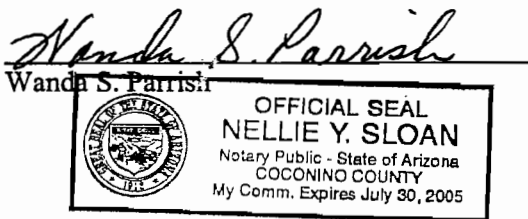
Business Site Lease No. TC-99-187 was reformed under the equitable power of the District Court of the Navajo Nation, Judicial District of Kayenta, Navajo Nation (Arizona) on January 30, 2001, following the death of Paul Allen Parrish. Under the Decree of Probate KY-FC-718-00, Wanda S. Parrish, the surviving spouse of Paul Allen Parrish, was passed the Business Site Lease No. TC-99-187, formerly held by as Community Property. The laws of the Navajo Nation require that orders of its courts be given immediate effect by the Navajo Nation, and all individual interests in the Lease held by Paul Parrish are considered to have been assigned to Wanda S. Parrish by the Kayenta District Court on January 30, 2001. The terms of the lease require that this assignment be approved and ratified by the Navajo Nation, as Lessor, and by the Secretary, in order to be given full force and effect.

ASSUMPTION OF LEASE

I, the Assignee named below, for and in consideration of the approval of the above Assignment by the Navajo Nation, Lessor, acting by and through its President, hereby assume and agree to pay and be bound by all rents, covenants, terms and conditions of Navajo Navajo Business Site Lease No. TC-99-187 to the same extent as if I were the Lessee originally named therein. I understand and agree that this assumption shall be null and void if the above assignment is disapproved by the President of the Navajo Nation, but otherwise shall be of full force and effect and irrevocable by me.

DATED the 15 day of August, 2001.

STATE OF Arizona)
COUNTY OF Cocouino)



This instrument was acknowledged before me on the 15 day of August, 2001 by Wanda S. Parrish.

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

MY COMMISSION EXPIRES: 07 30, 2005

The above assignment and assumption of business site lease No. TC-99-187 are hereby approved.

APPROVED: OCT 25 2001
Pursuant to Secretarial Redlegation Order
209 DM 8, 230 DM 1 and 3 IAM 4

NAVAJO NATION, LESSOR

By: Kelsey A. Begaye
Kelsey A. Begaye, President

Date: 9-18-01

Regional Director, Navajo Region
Bureau of Indian Affairs

THE NAVAJO NATION



BEN SHELLY PRESIDENT
REX LEE JIM VICE PRESIDENT



May 13, 2014

MEMORANDUM

TO: Genevieve Keetso-Bighorse, Economic Development Specialist
Western Regional Business Development Office
DIVISION OF ECONOMIC DEVELOPMENT

FROM: Lena Arviso
Lena Arviso, Accounting Manager
Financial Services Department
OFFICE OF THE CONTROLLER

SUBJECT: Navajo Business and Procurement Act clearance check

Pursuant to your request dated May 13, 2014 (*Received in Accounts Receivable section on 05/13/2014 at 2:42 p.m.*) seeking procurement clearance check on the following individual/ Business is as follows:

Name	Location/BSL	A. R. Debt Due	Action
Wanda Parrish	BSL#: TC99-187 PO Box 218 Kayenta , AZ 86033	\$0.00	Procurement Cleared. This business site lease account is the base lessee for Giant Store #233. 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#: TC99-187A AB# N/A Store#233 Location: Kayenta, AZ	\$0.00	The business site lease account has a balance of \$144,074.78 as of 5/13/2013. All Payments are postponed contingent to completion of requirements stipulated in the settlement agreement date March 4,2014. Settlement agreement cites action and deadline for Giant/Four Corner's Inc. and 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.

uh

CC: Accounts Receivable File

THE NAVAJO NATION

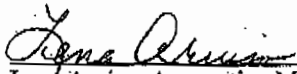


BEN SHELLY PRESIDENT
 REX LEE JIM VICE PRESIDENT

June 30, 2014

MEMORANDUM

TO: Genevieve Keetso-Bighorse, Economic Development Specialist
 Western Regional Business Development Office
 DIVISION OF ECONOMIC DEVELOPMENT

FROM: 
 Lena Arviso, Accounting Manager
 Financial Services Department
 OFFICE OF THE CONTROLLER

SUBJECT: Navajo Business and Procurement Act clearance check

Pursuant to your request dated June 12, 2014 (Received in Accounts Receivable section on 06/13/2014 at 8:00 a.m.) seeking procurement clearance check on the following individual/ Business is as follows:

NAME	Business	A/R	Notes
Western Refining Inc. Db: Giant Four Corners, Inc. Address: 1250 W. Washington Suite #101 Tempe, AZ 85281	1. BSL# CH69-43A AB# 219308 Store#253 Location: Lukachukai	\$0.00	The BSL has a balance of (\$29,149.39) as of 6/30/2014. Settlement has a balance of \$17,261.60 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	2. BSL# FD99-192A Acct# 213972 Store# 7251 Location: Tohatchi	\$0.00	The BSL has a balance of (\$17,377.67) as of 6/30/2014. Settlement has a balance of \$0.00 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.

THE NAVAJO NATION



BEN SHELLY PRESIDENT
 REX LEE JIM VICE PRESIDENT

Dbas: Giant Four Corners, Inc. Address: 1250 W. Washington Suite #101 Tempe, AZ 85281	3. BSL# CH82-74 AB# 240363 Store: #107 Location: Many Farms	\$0.00	The BSL has a balance of (\$0.00) as of 6/30/2014. Settlement has a balance of \$143,662.48 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	4. BSL# CH89-85A AB# 219822 Store: #267 & #268 Location: Chinle	\$0.00	The BSL has a balance of \$0.00 as of 6/30/2014. Settlement has a balance of \$254,726.73 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	5. BSL# CH99-109A AB# 240365 Store# 255 Location: Chinle	\$0.00	The BSL has a balance of (\$32,245.79) as of 6/30/2014. Settlement has a balance of \$11,959.77 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	6. BSL# CH99-112A AB# 183316 Store# 603 Location: Many Farms	\$0.00	The BSL has a balance of (\$1,519.09) as of 6/30/2014. Settlement has a balance of \$0.00 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	7. BSL# NNCH11-0045 AB# 276170 Store# 106 Location: Rock Point	\$0.00	The BSL has a balance of \$0.00 as of 6/30/2014. Settlement has a balance of \$9,450.19 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.

THE NAVAJO NATION



BEN SHELLY PRESIDENT
 REX LEE JIM VICE PRESIDENT

Db: Giant Four Corners, Inc. Address: 1250 W. Washington Suite #101 Tempe, AZ 85281	8. BSL# FD07-232 AB# 240782 Store# 7505 Location: White Cone	\$0.00	The BSL has a balance of (\$872.72) as of 6/30/2014. Settlement has a balance of \$0.00 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	9. BSL# FD91-146A AB# 191924 Store# 108 Location: Fort Defiance	\$0.00	The BSL has a balance of \$0.00 as of 6/30/2014. Settlement has a balance of \$91,723.60 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	10. BSL# FD98-187A AB# 240785 Store# 252 Location: Ganado	\$0.00	The BSL has a balance of (\$27,002.96) as of 6/30/2014. Settlement has a balance of \$23,597.27 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	11. BSL# FD99-194A Acct# 210423 Store# 2254 Location: Dilkon	\$0.00	The BSL has a balance of (\$12,582.69) as of 6/30/2014. Settlement has a balance of \$37,746.89 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	12. BSL# SR99-153A Acct# 240774 Store# 7266 Location: Burnham	\$0.00	The BSL has a balance of (\$42,479.11) as of 6/30/2014. Settlement has a balance of \$0.00 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.

THE NAVAJO NATION



BEN SHELLY PRESIDENT
 REX LEE JIM VICE PRESIDENT

Db: Giant Four Corners, Inc. Address: 1250 W. Washington Suite #101 Tempe, AZ 85281	13. BSL# SR99-156A Acct# 219826 Store# 202A Location: Shiprock	\$0.00	The BSL has a balance of (\$20,687.47) as of 6/30/2014. Settlement has a balance of \$0.00 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	14. BSL# SR99-159 Acct# 183789 Store# 245 Location: TecNezLah	\$0.00	The BSL has a balance of \$0.00 as of 6/30/2014. Settlement has a balance of \$0.01 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	15. BSL# TC88-117 Acct# 189779 Store# 7506 Location: Tuba City	\$0.00	The BSL has a balance of \$0.00 as of 6/30/2014. Settlement has a balance of \$5,876.05 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	16. BSL# TC99-193A Acct# 188847 Store# 225 Location: Ft. Defiance East	\$0.00	The BSL has a balance of \$0.00 as of 6/30/2014. Settlement has a balance of \$0.00 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.
	17. BSL# TC99-187A Store# 233 Location: Kayenta	\$0.00	The BSL has a balance of (\$1,978.34) as of 6/30/2014. Settlement has a balance of \$27,638.87 as of 6/30/2014. Settlement agreement indicating action and deadlines for both Giant/Four Corners Inc and the Navajo Nation. Initial payment of settlement received. Site in good standing with settlement agreement.

THE NAVAJO NATION**BEN SHELLY PRESIDENT
REX LEE JIM VICE PRESIDENT**

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.

uh

CC: Accounts Receivable File

THE NAVAJO NATION



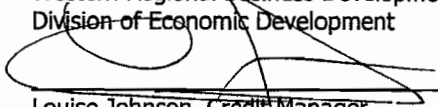
BEN SHELLY PRESIDENT
REX LEE JIM VICEPRESIDENT

Louise Johnson, Credit Manager

VIA: FACSIMILE

MEMORANDUM

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

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

DATE: May 21, 2014

SUBJECT: ***PROCUREMENT CLEARANCE***

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

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

WANDA PARRISH	P.O. BOX 218 KAYENTA, AZ 86033	Procurement Cleared
---------------	-----------------------------------	---------------------

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

jjk;ljb
Xc: File/Chono

THE NAVAJO NATION



BEN SHELLY PRESIDENT
REX LEE JIM VICEPRESIDENT

Louise Johnson, Credit Manager

VIA: FACSIMILE

MEMORANDUM

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

FROM: *[Signature]*
Louise Johnson, Credit Manager
Navajo Nation Credit Services Department
OFFICE OF THE CONTROLLER

DATE: May 30, 2014
SUBJECT: **PROCUREMENT CLEARANCE**

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

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

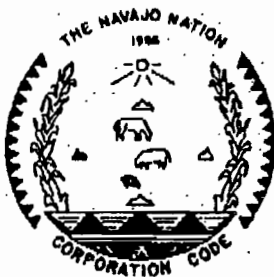
Roger Burton, Director of Retail Property	Giant Four Corners, Inc.	1250 W. Washington Street Suite 101 Tempe, AZ 85281	Procurement Cleared
----------------------------------------------	--------------------------	-----------------------------------------------------------	---------------------

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

j/k;l/j;br
Xc: File/Chono

EXHIBIT

E



NAVAJO NATION CORPORATION CODE

CERTIFICATE OF GOOD STANDING

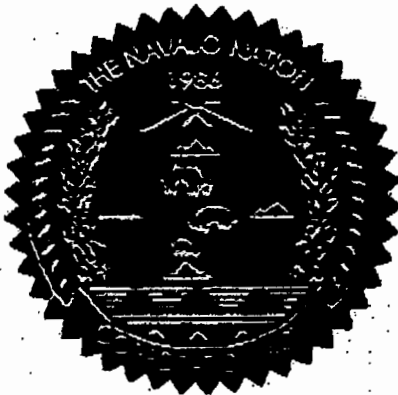
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

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

GIANT FOUR CORNERS, INC.
File Number: 100183

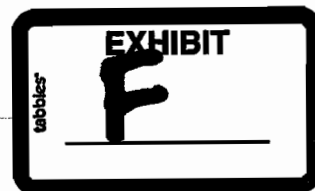
a Corporation organized under the laws of the Navajo Nation Corporation Act,
did incorporate on October 19, 1993

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



February 21, 2014

Genevieve Keetso-Bighorse
Western RBDO
P.O. Box 485
Tuba City, Arizona 86045

RE: Sublease Modification on TC-99-187A Giant Store # 233

Dear Ms. Keetso-Bighorse:

This letter is requesting to modify the sublease TC-99-187A 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 - tperryndded12@gmail.com



MEMORANDUM

TO: EXECUTIVE REVIEWERS

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

Part 5/30/14

DATE: May 30, 2014

SUBJECT: Sublease Modification for Giant Four Corners, Inc., Sublease No. TC-99-187A

This memorandum is a summary on the above subject for a Sublease Modification for Giant Four Corners, Inc. The purpose of the Lease Modification is to exclude the percentage of rent on gasoline sale from gross receipts because the Navajo Nation collects revenue from the sale of motor fuel on the Fuel Excise Tax of 18 cent per gallon. All other terms and conditions of the Lease shall remain in force and effect.

Business Site Lease No. TC-99-187 and Sublease No. TC-99-187A are not novated therefore does not meet the Navajo Nation Business Site Lease Management Plan. The Lease TC-99-187 and Sublease TC-99-187A are under the authority of the Bureau of Indian Affairs and requires approval from the Navajo Nation Resources and Development Committee and the Bureau of Indian Affairs. The procurement clearance from Account Receivable is enclosed.

Your consideration and surname on Sublease Modification is greatly appreciated. If you have any questions, call me at (928) 283-3013.

Document No. 001982Date Issued: 05/30/2014**EXECUTIVE OFFICIAL REVIEW**Title of Document: Sublease Modification Giant TC-99-187A Contact Name: KEETSO-BIGHORSE, GENEVIEVEProgram/Division: DIV. OF ECONOMIC DEVELOPMENTEmail: gkeetsobighorse@navajo Phone Number: (928) 283-3013☒ **Business Site Lease**

			Sufficient	Insufficient
1. Division:	<u>E. J. Sheel</u>	Date: <u>6/17/14</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Office of the Controller:	<u>Genevieve Aruino</u>	Date: <u>7/1/14</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>B. J. J.</u>	Date: <u>10-6-14</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**

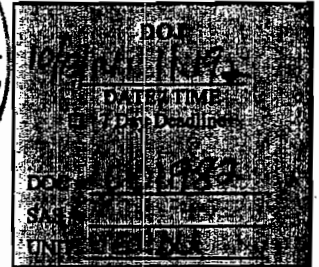
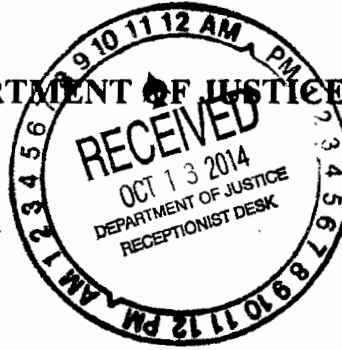
1. Land Department:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Elections:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

<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"/>
<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"/>
<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"/>
<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"/>
<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"/>
<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"/>
<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



☒ RESUBMITTAL
07/07/14

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

CLIENT TO COMPLETE			
DATE OF REQUEST: <u>10/13/14</u>		ENTITY/DIVISION: <u>DE ECONOMIC DEVELOPMENT</u>	
CONTACT NAME: <u>Genevieve Keetso-Bighorse</u>		DEPARTMENT: _____	
PHONE NUMBER: <u>928-283-3013</u>		E-MAIL: <u>gkeetso@nnavajo</u>	
TITLE OF DOCUMENT: <u>Sublease Modification Giant TC-99-187A</u>			
DOJ SECRETARY TO COMPLETE			
DATE/TIME IN UNIT: <u>10-13-14 3pm</u>		REVIEWING ATTORNEY/ADVOCATE: <u>Karis Begaye</u>	
DATE/TIME OUT OF UNIT: _____			
DOJ ATTORNEY/ADVOCATE COMMENTS			
<u>Jelly Sub</u>			
REVIEWED BY: (PRINT)	DATE / TIME	SURNAMED BY: (PRINT)	DATE / TIME
<u>Karis Begaye</u>	<u>10-13-14 4pm</u>	<u>Rgt. Jones</u>	<u>10-14-14 10:22</u>
DOJ Secretary Called: <u>Jennifer Jones</u>		for Document Pick Up on <u>10-14-14</u> at <u>10:51</u> By: <u>ATH</u>	
PICKED UP BY: (PRINT)		DATE / TIME:	

NNDJ/DRRF-July 2013





MEMORANDUM

TO : Karis Begaye, Attorney
Economic Development Unit
Department of Justice

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

DATE : October 9, 2014

SUBJECT: Doc. No. 001982: Sublease Modification for Giant Four Corners, Inc., Sublease No. TC-97-178A

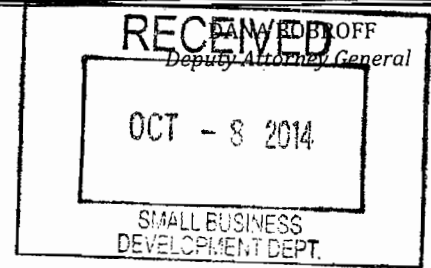
Our office received your memorandum dated October 3, 2014 regarding the above subject and hereby resubmitting Sublease Modification for Sublease TC-97-178A (Doc. No. 001982). Giant Four Corners, Inc., is requesting to exclude percentage rent on gasoline sales. The Sublease Modification has been revised with the recommended language you provided.

Your prompt response and surname on the Sublease Modification is appreciated. If you have any questions, call me at (928) 283-3013.



**NAVAJO NATION DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL**

HARRISON TSOSIE
Attorney General



M E M O R A N D U M

TO: Genevieve Keetso-Bighorse, Economic Development Specialist
Western RBDO, Division of Economic Development

FROM: 

Karis N. Begaye, Attorney
Economic/Community Development Unit, Dept. Of Justice

DATE: October 3, 2014

SUBJECT: **Document No. 001982: Sublease Modification for Giant
Four Corners, Inc. Sublease No. TC-99-187A**

The document is legally sufficient. However, I have one comment to the modification. For clarification purposes, I would recommend the amendment be rewritten to the following:

Amendment to Section 4 (a) and (b) rental provisions to be replaced and read as follows, all other terms in this Section 4 shall remain:

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

Three quarter and one-quarter percent (3 1/4%) of gross receipts on grocery and non-gasoline convenience store items sold from the lease site.

- (b) The sum of \$2,500 as a Guaranteed Minimum Annual Rental (GMAR)

If you have any further questions, please give me a call at 928-871-6933. Thank you.

KNB/ah/185



March 4, 2015

Honorable Walter Phelps, Council Delegate
Navajo Nation Council
Post Office Box 3390
Window Rock, Arizona 86515

**Subject : Request for Sponsorship for the Resources and Development Committee: Executive Official
Review Number 1982; Sublease Modification for Giant Four Corners, Inc.**

Dear Mr. Phelps,

On behalf of Western Regional Business Development Office, the Small Business Development Department is respectfully requesting for your sponsorship for the Resources and Development Committee, of Executive Official Review Document Number 1982. The document is a Sublease Modification for Giant Four Corners, Inc. (Sublease No. TC-97-178A), 1250 West Washington, Suite 101, Tempe, Arizona 85281. The Sublease Modification is to exclude the percentage rental on gasoline sales from the sublease.

Should you have additional concerns, please contact me directly at 928.871.6704, or 928.221.7598, or via email at elaineyoung@navajobusiness.com.

Sincerely,

DIVISION OF ECONOMIC DEVELOPMENT

A handwritten signature in cursive script, reading "Elaine Young".

Elaine Young, Department Manager
Small Business Development Department

**Sublease Modification for
Sublease No. TC-99-187A
Kayenta, Arizona**

Executive Summary

- 1. Memorandum – Summary dated February 19, 2014**
- 2. Letter of Request**
- 3. Sublease Modification**
- 4. Sublease No. TC-99-187A**
- 5. Assignment of Sublease No. TC-99-187A**
- 6. Business Site Lease No. TC-99-187**
- 7. Assignment of Business Site Lease No. TC-99-187**
- 8. Account Receivable Procurement Clearance**
- 9. Certificate of Good Standing**