

RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION


WHEREAS, the Tribal Council has considered a lease form for use at the Commercial Center, and

WHEREAS, the lease form was acceptable to the council.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the lease form be approved and each business be covered by the specified lease that operates in the Commercial Center.

BE IT FURTHER RESOLVED that the approved form be attached to this resolution.

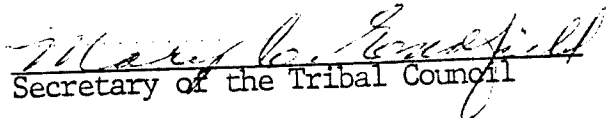
The foregoing resolution was on February 2, 1977 duly adopted by a vote of 8 for and 1 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (i) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe June 27, 1958 and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


Chairman of the Tribal Council

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FEB 10 1977

FORT APACHE INDIAN
AGENCY
WHITERIVER, ARIZ.


Secretary of the Tribal Council

WHITERIVER COMMERCIAL CENTER
LEASE

THIS LEASE AGREEMENT is made and entered into on this _____
day of _____, 19_____, by and between _____,
Chairman of the Tribal Council, for and on behalf of the White Mountain
Apache Tribe of Indians, Whiteriver, Arizona (hereinafter called the LESSOR),
and _____,
OF _____
(hereinafter called the LESSEE) as follows:

WITNESSETH:

WHEREAS, LESSOR desires to enter into a long term lease of those
certain premises within the Whiteriver Commercial Center described as
follows, to wit: _____
_____;

and

WHEREAS, the LESSEE herein desires to enter into said long-term
lease covering said above-described premises for the purpose of operating
a commercial retail business;

NOW THEREFORE, in consideration of the premises, covenants and
conditions hereinafter set forth, to be performed by the respective parties
hereto, it is mutually agreed as follows:

1. The term "LESSOR" as hereinafter set forth shall include the
LESSOR or his authorized representative.
2. The LESSOR, in consideration of the rents and covenants here-
inafter agreed to be paid and performed by said LESSEE, does hereby demise,

lease and let, and said LESSEE does hereby hire and take from said LESSOR, those certain premises hereinabove described.

TO HAVE AND TO HOLD said premises for a term of _____ years, commencing on _____, 19____; LESSOR also specifically granting to LESSEE the option to renew this Lease for an additional term of _____ years thereafter, by written notice to LESSOR within 180 days prior to expiration of the prior term.

3. LESSEE hereby agrees to pay rent for said premises to _____, on behalf of the LESSOR, at _____, the sum of _____ Dollars, payable as follows: _____ Dollars per square foot per year, due in monthly installments of _____ Dollars, commencing on the first day of each month, in advance.

4. The parties specifically agree that the cost of utilities (water, electricity, heat and air conditioning) up to and including fifty cents per square foot are included in the rental amount due and payable under this Lease; Provided that the cost of utilities for said premises shall be reviewed by the LESSOR on each and every anniversary date hereof, and the LESSEE hereby specifically agrees to pay all such increased utility costs over fifty cents per square foot, as determined by the annual review, in addition to the rent due and payable hereunder.

5. LESSEE understands and agrees that no interior janitorial services are included in the rental and/or utility payments, if any, due and payable under this Lease.

6. LESSEE agrees to, and LESSOR authorizes, the use of the leased premises for the operation of a commercial retail business by the

LESSEE, specifically described as follows: _____

_____.

7. LESSEE agrees that the leased premises shall be used only for the operation of such commercial retail business as is herein described, and further specifically agrees that no food or beverages shall be sold thereon.

8. LESSEE agrees to hold said commercial retail business open to the public for business no less than during the following hours:

Monday through Thursday --- 9:30 A.M. to 6:00 P.M.

Friday --- 9:30 A.M. to 8:00 P.M.

Saturday --- 9:00 A.M. to 5:00 P.M.

LESSEE may open said commercial retail business to the public for longer hours than these specified.

9. Any and all signs of any type utilized by the LESSEE for advertisement or related purposes, and placed in the business's window, or to be placed outside of the LESSEE's premises must be approved by the LESSOR prior to any posting or displaying of said signs.

10. LESSEE agrees to provide to the LESSOR proof of fire, theft and vandalism insurance on all contents of LESSEE's leased premises, as well as liability insurance on said premises, and to maintain such insurance for the duration of this Lease, all in such amounts as is satisfactory to the Lessor.

11. The LESSEE shall maintain the premises to standards of repair, orderliness, neatness, sanitation and safety acceptable to the LESSOR, and shall be responsible for all damage, other than ordinary

wear and tear, caused by the LESSEE in the exercise of the privilege granted by this Lease. LESSOR may require the LESSEE to fully and satisfactorily repair such damages or indemnify the LESSOR for such repairs, at LESSOR's option.

12. LESSEE shall comply with any and all applicable Federal and Tribal Laws, including but not limited to those requiring business permits.

13. The parties hereto agree upon the following remedies in case of breach of this Lease by the LESSEE: The LESSEE shall be deemed in breach of the Lease for nonpayment of monthly rental payments when due, for non-payment of utility bills, if and when due, for sale of products, merchandise or services not authorized by the LESSOR under this Lease, for destruction of the leased premises by the LESSEE, his agents or employees, and for any other non-compliance with the terms and conditions of this Lease. In the event the LESSEE breaches this Lease by nonpayment of any payments due hereunder, he shall have ten (10) working days to pay all such amounts in full, plus a five (5) dollar penalty. Nonpayment of said amounts within the time allowed shall give the LESSOR the right to evict the LESSEE, with written notice, and the LESSEE shall vacate the premises within thirty (30) days from receipt of such notice; Provided that any amounts due the LESSOR at the time full possession of the premises is regained may constitute a lien on LESSEE's goods, at the option of the LESSOR.

In the event that the LESSEE breaches this Lease by means other than by non-payment of any amounts due the LESSOR hereunder, LESSOR shall notify the LESSEE to cease all conduct which constitutes the breach, and

LESSEE shall have ten (10) days to comply after receipt of written notice. Noncompliance after such time shall give the LESSOR the right to evict the LESSEE, with written notice, and LESSEE shall vacate the premises with thirty (30) days from receipt of such notice; Provided that LESSOR may assess damages against the LESSEE caused by the breach, including, but not limited to loss of rental income during the period of the breach.

Nothing in this paragraph shall limit the right of the LESSOR to undertake any other available legal remedies against the LESSEE.

14. This Lease, or any interest or right therein, shall be non-assignable and non-transferrable. Any such assignment, transfer, or attempted assignment or transfer may be deemed a breach of this Lease by the LESSOR, and the LESSOR may thereupon undertake the remedies provided for hereinabove or by law.

THE WHITE MOUNTAIN APACHE TRIBE/LESSOR

by _____
Chairman of the Tribal Council

LESSEE
