

1. Page 3, beginning at Line 11, add a new “SECTION FIVE,” as follows:

SECTION FIVE. CHAPTER BENEFITS

- A. On behalf of Painted Desert Power, LLC, Navajo Power, PBC has negotiated an agreed upon amount of benefits with the Cameron and Coalmine Canyon Chapters (the “Chapters”), the Chapters affected by the Painted Desert Power project.
- B. Pursuant to these negotiations, beginning on the Commercial Operation Date as defined in Section 5 of the Payment-In-Lieu-of-Tax (PILOT) Agreement and on each anniversary thereafter, Painted Desert Power, LLC agrees to provide an annual commitment to the Chapters in the amounts specified in Exhibit B, for the term of the lease.
- C. Painted Desert Power, LLC will hold the committed funds in a dedicated account for the benefit of the Chapters until it receives a valid Chapter Resolution requesting that Painted Desert Power, LLC use the funds to purchase lawful and reasonable goods and/or services on the Chapter’s behalf for the benefit of the Chapter. Upon receiving a valid Chapter Resolution, Painted Desert Power, LLC shall purchase the Chapter-approved goods and/or services and cause them to be furnished directly to the Chapter. If Painted Desert Power, LLC has any concerns about the legality of the items the Chapter is requesting them to purchase, they may 1) request clarifications of the requesting Chapter and 2) contact the Department of Justice in writing for a determination that the requested items are legal.
- D. The funds will not lapse during the term of the lease. If the Chapters do not provide Painted Desert Power, LLC a valid Chapter Resolution authorizing a drawdown, the funds will remain in the dedicated account. Upon expiration or termination of the lease, any remaining funds shall be sent to the Office of the Controller for deposit into the general fund. Painted Desert Power, LLC shall provide documentation to the Chapter on an annual basis demonstrating that the funds have been deposited into the dedicated account. Painted Desert Power, LLC shall not unduly withhold the funds.
- E. Painted Desert Power, LLC will maintain an accounting of the funds deposited into the dedicated account, all expenditures from the account, and the nature and value of all goods or services purchased with those funds. It will provide an annual accounting to the Presidents of the Cameron and Coalmine Canyon Chapters and to the Department Manager of the Minerals Department.

- F. If either of the Chapters becomes Local Governance Act (LGA) certified, Painted Desert Power, LLC will deposit the funds directly into a Chapter-controlled bank account rather than into the dedicated account, and will transfer the account balance of the dedicated account to the Chapter-controlled bank account within thirty (30) days of receiving (a) written notice that the Chapter has become LGA certified and (b) documentation evidencing LGA certification. Upon receipt of the aforementioned written notice of LGA certification, Painted Desert Power, LLC's responsibility to purchase goods and services on behalf of the Chapter will cease and thereupon become the responsibility of the Chapter.
- G. Nothing in this section shall be interpreted as an endorsement by the Navajo Nation of this method of negotiating Chapter benefits for use by other developers or for future projects.
2. Renumber or re-letter succeeding paragraphs, sections, and exhibits, as necessary and appropriate. The Office of Legislative Services and the Office of Legislative Counsel are authorized to make technical edits to this legislation and its exhibits to implement the Committee's intent. This Amendment supersedes inconsistent language and figures in any other amendment(s), which shall be conformed to this Amendment.

		<b>Coalmine Canyon Chapter</b>		<b>Cameron Chapter</b>	
	FY26 Budget (Source: WIND)		\$273,066		\$256,558
	Leased Acreage for Compensation Calculation		4,500.53		4,500.53
	Total Community Benefits, 40-Yr Project Lifetime		\$16,797,160		\$16,797,160
	Milestone	\$/Acre	\$/Year	\$/Acre	\$/Year
	COD	\$370.00	\$1,665,196	\$370.00	\$1,665,196
	1st Anniversary of COD	\$70.70	\$318,187	\$70.70	\$318,187
	2nd Anniversary of COD	\$71.41	\$321,383	\$71.41	\$321,383
	3rd Anniversary of COD	\$72.12	\$324,578	\$72.12	\$324,578
	4th Anniversary of COD	\$72.84	\$327,819	\$72.84	\$327,819
	5th Anniversary of COD	\$73.57	\$331,104	\$73.57	\$331,104
	6th Anniversary of COD	\$74.31	\$334,434	\$74.31	\$334,434
	7th Anniversary of COD	\$75.05	\$337,765	\$75.05	\$337,765
	8th Anniversary of COD	\$75.80	\$341,140	\$75.80	\$341,140
	9th Anniversary of COD	\$76.56	\$344,561	\$76.56	\$344,561
	10th Anniversary of COD	\$77.32	\$347,981	\$77.32	\$347,981
	11th Anniversary of COD	\$78.10	\$351,491	\$78.10	\$351,491
	12th Anniversary of COD	\$78.88	\$355,002	\$78.88	\$355,002
	13th Anniversary of COD	\$79.67	\$358,557	\$79.67	\$358,557
	14th Anniversary of COD	\$80.46	\$362,113	\$80.46	\$362,113
	15th Anniversary of COD	\$81.27	\$365,758	\$81.27	\$365,758
	16th Anniversary of COD	\$82.08	\$369,404	\$82.08	\$369,404
	17th Anniversary of COD	\$82.90	\$373,094	\$82.90	\$373,094
	18th Anniversary of COD	\$83.73	\$376,829	\$83.73	\$376,829
	19th Anniversary of COD	\$84.57	\$380,610	\$84.57	\$380,610
	20th Anniversary of COD	\$85.41	\$384,390	\$85.41	\$384,390
	21st Anniversary of COD	\$86.27	\$388,261	\$86.27	\$388,261
	22nd Anniversary of COD	\$87.13	\$392,131	\$87.13	\$392,131
	23rd Anniversary of COD	\$88.00	\$396,047	\$88.00	\$396,047
	24th Anniversary of COD	\$88.88	\$400,007	\$88.88	\$400,007
	25th Anniversary of COD	\$89.77	\$404,013	\$89.77	\$404,013
	26th Anniversary of COD	\$90.67	\$408,063	\$90.67	\$408,063
	27th Anniversary of COD	\$91.57	\$412,114	\$91.57	\$412,114
	28th Anniversary of COD	\$92.49	\$416,254	\$92.49	\$416,254
	29th Anniversary of COD	\$93.42	\$420,440	\$93.42	\$420,440
	30th Anniversary of COD	\$94.35	\$424,625	\$94.35	\$424,625
	31st Anniversary of COD	\$95.29	\$428,856	\$95.29	\$428,856
	32nd Anniversary of COD	\$96.25	\$433,176	\$96.25	\$433,176
	33rd Anniversary of COD	\$97.21	\$437,497	\$97.21	\$437,497
	34th Anniversary of COD	\$98.18	\$441,862	\$98.18	\$441,862
	35th Anniversary of COD	\$99.16	\$446,273	\$99.16	\$446,273
	36th Anniversary of COD	\$101.14	\$455,198	\$101.14	\$455,198
	37th Anniversary of COD	\$103.17	\$464,302	\$103.17	\$464,302
	38th Anniversary of COD	\$105.23	\$473,588	\$105.23	\$473,588
	39th Anniversary of COD	\$107.33	\$483,060	\$107.33	\$483,060