



**RESOLUTION OF THE GOVERNING BODY  
OF THE THREE AFFILIATED TRIBES  
OF THE FORT BERTHOLD INDIAN RESERVATION**

**Resolution: “Approval of Purchase of Building and Lots (Bratvold’s Variety Store, Salon Shop and adjacent lot), Main Street, New Town, North Dakota”**

**WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and

**WHEREAS,** The Constitution and By-laws of the Three Affiliated Tribes was adopted by membership of the Tribes on May 15<sup>th</sup>, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of Interior; and

**WHEREAS,** Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

**WHEREAS,** The Constitution of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

**WHEREAS,** Warren and Geraldine Bratvold, owners of Bratvold’s Variety Store, an adjoining building (Salon) and the adjacent vacant lot have indicated their intent to sell this property; and

**WHEREAS,** The Tribe has submitted a tentative offer of \$210,000.00 conditioned on formal approval by the Tribal Business Council for the entire property that to include all future taxes and special assessments; and

**WHEREAS,** The Bratvolds have accepted this offer conditioned on formal approval by the Tribal Business Council to be closed on June 15, 2010.

**NOW THEREFORE BE IT RESOLVED,** that the Three Affiliated Tribes Tribal Business Council do hereby approve the purchase for \$210,000.00 for the attached described lots with the Tribe responsible for all future taxes and future assessments; and

**BE IT FURTHER RESOLVED,** upon completion of all necessary due diligence, inspection, appraisal and drafting of necessary documents, the Chairman is hereby authorized to execute all documents at closing.

**THREE AFFILIATED TRIBES**

Account Nbr:

Check Dt

4/23/2010

**2106901**

| Invoice | Invoice Date | Description                           | Amount  |
|---------|--------------|---------------------------------------|---------|
| 129501  | 4/23/2010    | ERNEST MONEY FOR BULDING/LOT PURCHASE | 5000.00 |

16916 REYNOLDS PROPERTIES Check # 2106901 Total Amount 5,000.00

0350-55011-000 Capital Expenditures Building



**THREE AFFILIATED TRIBES**

TRIBAL FINANCE  
 CENTRALIZED CHECKING ACCOUNT  
 404 FRONTAGE ROAD  
 NEW TOWN, ND 58763  
 701-627-4781

BANK OF THE WEST  
 DICKINSON, ND 58601

77-3/913

**2106901**

2106901

PAY \*\*\*Five Thousand and No/100 Dollars\*\*\*

TO THE ORDER OF

16916  
 REYNOLDS PROPERTIES  
 P.O. BOX 850 - 301 MAIN  
 NEW TOWN, ND 58763-0850

DATE  
 4/23/2010

AMOUNT  
 \*\*\*\*\*5,000.00

*Marcus Swings*

*Marcus Swings*

AUTHORIZED SIGNATURE

MP

MP

Security features. Details on back.



⑈ 2106901 ⑈ ⑆ 1211007821 ⑆ 9330026021 ⑈



**RESOLUTION OF THE GOVERNING BODY  
OF THE THREE AFFILIATED TRIBES  
OF THE FORT BERTHOLD INDIAN RESERVATION**

**Resolution: “Approval of Purchase of Building and Lots (Bratvold’s Variety Store, Salon Shop and adjacent lot), Main Street, New Town, North Dakota”**

**WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and

**WHEREAS,** The Constitution and By-laws of the Three Affiliated Tribes was adopted by membership of the Tribes on May 15<sup>th</sup>, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of Interior; and

**WHEREAS,** Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

**WHEREAS,** The Constitution of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

**WHEREAS,** Warren and Geraldine Bratvold, owners of Bratvold’s Variety Store, an adjoining building (Salon) and the adjacent vacant lot have indicated their intent to sell this property; and

**WHEREAS,** The Tribe has submitted a tentative offer of \$210,000.00 conditioned on formal approval by the Tribal Business Council for the entire property that to include all future taxes and special assessments; and

**WHEREAS,** The Bratvolds have accepted this offer conditioned on formal approval by the Tribal Business Council to be closed on June 15, 2010

**NOW THEREFORE BE IT RESOLVED,** that the Three Affiliated Tribes Tribal Business Council do hereby approve the purchase for \$210,000.00 for the attached described lots with the Tribe responsible for all future taxes and future assessments; and

**BE IT FURTHER RESOLVED,** upon completion of all necessary due diligence and drafting of necessary documents, the Chairman is hereby authorized to execute all documents at closing.

# EMERGENCY CHECK REQUEST

## THREE AFFILIATED TRIBES

FEDERAL TAX EXEMPT # 45-830043K

ORDER NC

12950

DEPARTMENT ORDERING: TAT CHAIRMAN'S OFFICE

Box #: 404 FRONTAGE ROAD

City, State, Zip: NEW TOWN, ND 58763

VENDOR # \_\_\_\_\_

|                  |                              |
|------------------|------------------------------|
| VENDOR           | <i>Reynolds Realty Trust</i> |
| ADDRESS          | <i>PO Box 850</i>            |
| ADDRESS          |                              |
| CITY, STATE, ZIP | <i>New Town ND 58763</i>     |

16 APR

Order Date: 4/23/10

| Item # | Description                            | Total Cost     | Accounting Code             |
|--------|--|----------------|-----------------------------|
|        |  |                | Fund/Project/Element/Object |
| 1.     | <i>Contract money for building/lot</i> | <i>5000.00</i> | <i>350-57792</i>            |
| 2.     | <i>purchase in New Town</i>            |                | <i>0350 55 010</i>          |
| 3.     |  |                |                             |
| 4.     |  |                |                             |
| 5.     | <i>LAND 55010</i>                      |                |                             |
| 6.     | <i>Garage 55211</i>                    |                |                             |
| 7.     |  |                |                             |
| 8.     |  |                |                             |
| 9.     |  |                |                             |
| 10.    |  |                |                             |
| 11.    |  |                |                             |
| 12.    |  |                |                             |
| 13.    |  |                |                             |

TOTAL AMOUNT \$ 5000.00

Requested By: *Cheryl Decker*

Date: *4/23/10*

Tribal Office Approval: *Marcus Levinge*

Date: *4/23/10*

Tribal Finance Approval: *[Signature]*

Date: *4/23/10*



**THREE AFFILIATED TRIBES**  
*Mandan, Hidatsa & Arikara • Fort Berhold Reservation*  
404 Frontage Road • New Town, North Dakota 58763-9402  
Phone: (701)627-4781 Fax: (701)627-3503

*Office of the Chairman*  
*Marcus D. Levings. "Eh-Bah-Dah-Gish"*  
*(White Headed Eagle)*

April 23, 2010

Reynolds Realty & Trust  
Post Office Box 850  
New Town, North Dakota 58763

Subject: Offer for Purchase Building and Lots in Main Street New Town, ND

Dear Mr. Craig Reynolds:

Please accept this letter as a formal offer for Purchase of the Bratvold's Variety Store, Salon Shop and Lot adjacent on west of the Salon Shop.

The Three Affiliated Tribes therefore duly offer for the purchase the following for all three lots and two buildings;

1. Bratvold Store
2. Hair Saloon
3. Vacant Lot West Side of Hair Saloon

The Amount offered to purchase all three above is in the amount of \$200,000, as the asking sale price was for all three lots and two buildings was \$220,000. Therefore please find enclosed the deposit or earnest money in a Check for the Amount of \$5,000. The remainder will be remitted as soon as offer is accepted by the seller.

If you have any questions or concerns, please don't hesitate to call me at 1-701-627-4781, extension #8203.

Sincerely,

Marcus Levings, Chairman  
Three Affiliated Tribes

Bratvold

City: New Town

Bedrooms: 3

Price: \$150,000

Type: Commercial

Phone: 628-2775

Firm: Reynolds Realty

Phone: 628-2775

Salesperson: S. Nicole Worth

Cell: 629-1349

Property Address: 310 Main St.

Owner: Warren and Geraldine Bratvold

Phone 628-2775

Living Room: n/a

Kitchen: n/a

Utility Up/Down

Dining Room: n/a

Baths: 1

Basement: Unfinished

Updates:

Year Built: 1970

MARCH Taxes: \$881.73

Total pay-off \$2300.27  
Specials: yes till 2035

Yearly Average Heating - Lights: \$

Heating System: F/A

Fuel: propane

Air: Central

Lot Size: 25x100

Zoning: AG Garage: 20x24 unattached

Sq. Footage: 2500 sq. Main

Existing Mortgage: no

Possession Date: Date of closing

Legal: Lot 7, Block 18, Original Townsite

Included: building

NOT included: inventory and shelving

Mineral rights

This information, though believed accurate, is not guaranteed.  
If you do not agree with any information noted above, You must  
notify Reynolds Realty Immediately.



# SELLER'S PROPERTY CONDITION STATEMENT (to be completed by SELLER)



1. Property Address 310 Main St Variety Store  
 2. The seller authorizes the Brokers or Salespersons to provide the following information to prospective Buyers. THIS IS NOT A WARRANTY OR  
 3. **GUARANTEE OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PARTY(S) AND IS NOT A SUBSTITUTE FOR**  
 4. **INSPECTIONS OR WARRANTIES THE PARTY(S) MAY WISH TO OBTAIN.** Information presented in this form is not intended to be part of any  
 5. contract between Buyer(s) & Seller(s). BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE &/OR INSPECTIONS OF  
 6. THE PROPERTY.  
 7.  
 8. Date: \_\_\_\_\_

## I. GENERAL INFORMATION:

9. When did you purchase or build the home? 1981 5/24  
 10. Have you lived in this home for the past 12 months? Yes \_\_\_\_\_ No \_\_\_\_\_  
 11. Has the structure been altered? (For example, additions, altered roof lines, changes to load bearing walls.) Yes \_\_\_\_\_ No X Unknown \_\_\_\_\_  
 12. If yes, please specify what was done, when and by whom (owner or contractor) \_\_\_\_\_  
 13. UNK = Unknown  
 14. N/A = Not Applicable

## II. STRUCTURAL INFORMATION:

| YES                                 | NO                       | UNK                      | N/A                      | QUESTION  |
|-------------------------------------|--------------------------|--------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 17. Do any of the following property conditions exist or have they existed? Give details to any question answered yes.  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 18. Is there or has there been basement water seepage and/or dampness? Explain amount of frequency and location. <u>1 time last 9 years</u>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 19. Have waterproofing repairs, if any, been made? <u>yes</u>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 20. Are there cracked or bulged floors or walls in the basement?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 21. Is drain and/or sump installed and working properly? If yes, where does it drain to: _____  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 22. Are all structures located within the boundaries of the property?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 23. Was the structure moved to this site? <u>part of 320ish</u>   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 24. Are there cracks in the driveway, garage floor, sidewalks, patio, retaining walls, or other outside hard surfaced areas?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 26. Does the roof leak? Has there been interior damage from condensation or ice buildup?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 27. Is there damage to the roof or shingles? What repairs, if any, have been made?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 28. Are you aware of dry rot in the building?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 29. Have you performed work upon the property within the last 5 years which require a building, plumbing, electrical or other permits?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 31. Was a permit obtained?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 32. Was the work approved by an inspector?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 33. Has the property or its improvements been damaged? (i.e. fire, smoke, wind, floods, hail, snow, or broken water line) If yes, was the damage repaired?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 35. Do rain gutters and downspouts work?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 36. Have damage claims been paid to you by insurance coverage? <u>landlord</u>  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 37. Are the exterior and interior locks operable?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 38. Will keys be provided for each?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 39. Are all the window screens available?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 40. Are there damaged screens?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 41. Are all the storm windows available?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 42. Are there broken windows or broken seals?   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 43. Are skylights in working condition? (i.e. no leaking, condensation, or mechanical malfunctioning)?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 44. Is the fireplace, woodburner, chimney, or flue in working order?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 45. Has the fireplace/woodstove/chimney/flue been cleaned? If yes, when?  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 46. Are there additional property conditions that have not been described above? (i.e. slanted floors, sticking windows, settling, distorted door frames, sagging ceilings or siding irregularities?) |

## III. WATER & SEWER SYSTEMS:

| YES                      | NO                                  | UNK                      | N/A                      | QUESTION   |
|--------------------------|-------------------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 50. Do any of the following property conditions exist or have they existed? Give details to any question answered yes. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 51. Is there a water well(s) on the property?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 52. What is the source of household water? <u>city well, rural</u>   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 53. What is the type of sewer system? (i.e. city, septic tank, drain field)  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 54. Is there a sprinkler system and is it in working order?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 55. Do you know the flow rate or capacity of the well? If yes, what is it?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 56. Has the well water been tested? Test results attached? Yes _____ No _____ Comments: _____                          |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 56. Contaminated Well: Is there a well on the property containing contaminated water?                                  |

## IV. ENVIRONMENTAL CONDITIONS:

| YES                      | NO                                  | UNK                      | N/A                      | QUESTION   |
|--------------------------|-------------------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 60. Do any of the following property conditions exist or have they existed? Give details to any question answered yes.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 60. Are there underground storage tanks?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 61. Is urea-formaldehyde foam insulation present?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 62. Are asbestos containing materials present?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 63. Is lead based paint present? If yes, seller agrees to provide purchaser with all available records and reports pertaining to lead based paint/ or lead based hazard pertaining to this property. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 65. Has the property been tested for radon?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 66. Is there any fill or expansive soil on the property?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 67. Do you know of drainage or flood conditions?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 68. Are you aware of diseased trees or shrubs?   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 69. Are you aware of rodent, animal or insect infestations?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 70. Are there or have there been pets in the property?   |

## V. LAND USE:

| YES                      | NO                                  | UNK                      | N/A                      | QUESTION   |
|--------------------------|-------------------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 73. Are you aware of the following?  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 73. Covenants, deed restrictions, or reservations?                                     |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74. Zoning infractions, non-conforming uses, violations of setback requirements?       |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 75. Encroachments, easements, life estate, right of first refusal, or existing leases? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 76. Homeowners Association that has authority over the property?                       |

W. INSULATION

81 YES  NO  UNK  N/A

82 Do any of the following property conditions exist or have they existed? Give details to questions answered yes.

83 Was insulation added during your ownership? If yes: Date installed

84 Ceiling

85 Walls

86 Floor

Type

87 Not

88 Working

89 Unknown

90 Drain The System

91 Sump Pump

92 Electronic Air Purif.

93 Fire Sprinkler System

94 Furnace Humidifier

95 Inclinorator

96 Intercom

97 Lawn Sprinkler System

98 Pool & Equipment

99 Hot Tub

100 Sauna

101 Security System

102 Smoke Detector(s) (Battery)

103 Smoke Det(s) (Hardwire)

104 Carbon Monoxide Detector(s)

105 Solar Collector(s)

106 Supplemental Heater(s)

107 Wall Air Conditioner(s)

108 Window Air Conditioner(s)

109 Water Heater(s)

110 Water Treatment Systems

111 Window Treatments

112 Woodburning Stove

113 Searthite Dish

114 Septic Tank

115 Other

116 Other

117 Other

118 Other

119 Comments re line #:

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395

396

397

398

399

400

401

4



# GENERAL AGENCY DISCLOSURE

## WHO WILL THE AGENT REPRESENT IN YOUR TRANSACTION?

Before you work with a real estate agent, you should know that the real estate agent may have loyalties to a person other than you, depending on the type of real estate agency which has been established. The agent who lists the property for sale or lease represents the Seller. If you are a Seller, and if you have signed a listing agreement with an agent, then that agent represents you. An agent who has obtained a written agreement as a buyer's agent represents the Buyer. An agent who represents either a Seller or a Buyer is required to be loyal to that person. An agent may not represent both a Seller and a Buyer in the same transaction unless both Seller and Buyer consent in writing to the representation, which is

called a Dual Agency. If you do not have a signed agency agreement with a real estate agent, and if a real estate agent is involved in the real estate transaction, that agent is either an agent with a legal loyalty to the other party, or an agent who has no legal loyalty to either you or the other party. If you are a buyer and do not have a written agreement with the agent to represent you, the agent who shows you property does not represent you. An agent can assist in locating a property, preparing a contract or lease, or obtaining financing without representing you. An agent is obligated to treat you fairly, even if that agent doesn't represent you.

**BE SURE TO READ THE FOLLOWING INFORMATION SO THAT YOU KNOW YOUR OPTIONS IN YOUR REAL ESTATE TRANSACTION!!**

## WHAT OPTIONS DO YOU HAVE?

If you want an agent to represent you, you should enter into a written contract which clearly establishes the obligations of both you and the agent and which also determines how and by whom the agent will be paid. **YOU HAVE THE RIGHT TO CHOOSE THE TYPE OF REPRESENTATION, IF ANY, THAT YOU WISH TO RECEIVE; HOWEVER, YOU ALSO HAVE THE RIGHT NOT TO BE REPRESENTED BY AN AGENT. IF YOU CHOOSE NOT TO BE REPRESENTED, ANY AGENT WITH WHOM YOU DEAL MAY HAVE A LEGAL LOYALTY TO THE OTHER PARTY OR THE AGENT MAY HAVE NO LEGAL LOYALTY TO EITHER YOU OR THE OTHER PARTY TO THE TRANSACTION.** If you have any questions regarding the duties and responsibilities of the agent, you should resolve those questions before proceeding any further. Regardless of the agency relationships which may be established, you have the responsibility to protect your own interests. Once you have read and discussed this information with the agent, please acknowledge your receipt of a copy of this form. Your cooperation will help the agent to comply with the rules of the North Dakota Real Estate Commission.

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE GENERAL AGENCY DISCLOSURE EXPLAINING CLEARLY THE DIFFERENT TYPES OF AGENCY REPRESENTATION.

X \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

firm Name: Reynolds Realty

representative: S. Nicole Worth

# WHAT DUTIES WILL THE AGENT OWE TO YOU?

## IF THE AGENT REPRESENTS THE SELLER:

The agent typically becomes the Seller's agent either by entering into a listing agreement with the Seller or by agreeing to act as a subagent through a listing agent. A subagent may work in a different real estate office. A Seller's agent can assist the Buyer but does not represent the Buyer. A Seller's agent must place the interests of the Seller first. The Buyer should not tell a Seller's agent anything the Buyer would not want the Seller to know, because a Seller's agent must disclose to the Seller any material information he or she knows.

## IF THE AGENT REPRESENTS THE BUYER:

The agent typically becomes the Buyer's agent by entering into an agreement to represent the Buyer. A Buyer's agent can assist the Seller but does not represent the Seller. A Buyer's agent must place the interest of the Buyer first. The Seller should not tell a Buyer's agent anything the Seller would not want the Buyer to know, because a Buyer's agent must disclose to the Buyer any material information he or she knows.

## IF THE AGENT REPRESENTS BOTH: DUAL AGENCY

An agent may not represent both parties to a transaction unless the agent complies with specific requirements established by law. In addition to providing the parties with this form, the agent must enter into a written agreement with each party which authorizes the agent to represent more than one party and sets forth who will pay the agent's fee. The agent is required to treat both parties honestly and impartially so as not to favor one party or work to the disadvantage of any party. Unless written permission from the appropriate party is obtained, the agent is prohibited from disclosing: (a) that the Seller will accept a price less than the asking price; (b) that the Buyer will pay a price greater than the price submitted in a written offer; (c) any confidential information; or (d) any other information a party specifically instructs the agent in writing not to disclose, unless disclosure is required by law. The agent's duties to each party are more limited if he or she represents both parties than if the agent only represented one party, because there are potential conflicts of interest when an agent represents more than one party. The agent is obligated to inform each party of all facts the agent knows which would affect the party's decision to permit the agent to represent both the Seller and the Buyer.

**BROKER/SALESPERSON:**

**KEEP A COPY OF THIS PORTION IN YOUR  
PERMANENT FILES!**



# SELLER'S PROPERTY CONDITION STATEMENT (to be completed by SELLER)



1. Property Address 308 Main St Beauty Shop Date: \_\_\_\_\_  
 2. The seller authorizes the Brokers or Salespersons to provide the following information to prospective Buyers. THIS IS NOT A WARRANTY OR  
 3. **GUARANTEE OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PARTY(S) AND IS NOT A SUBSTITUTE FOR**  
 4. **INSPECTIONS OR WARRANTIES THE PARTY(S) MAY WISH TO OBTAIN.** Information presented in this form is not intended to be part of any  
 5. contract between Buyer(s) & Seller(s). BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE &/OR INSPECTIONS OF  
 6. THE PROPERTY.

## I. GENERAL INFORMATION:

9. When did you purchase or build the home? 1981 June  
 10. Have you lived in this home for the past 12 months? Yes \_\_\_\_\_ No \_\_\_\_\_  
 11. Has the structure been altered? (For example, additions, altered roof lines, changes to load bearing walls.) Yes \_\_\_\_\_ No \_\_\_\_\_  
 12. If yes, please specify what was done, when and by whom (owner or contractor) \_\_\_\_\_  
 13. UNK = Unknown  
 14. N/A = Not Applicable

## II. STRUCTURAL INFORMATION:

| YES | NO | UNK | N/A | QUESTION  |
|-----|----|-----|-----|---|
|     |    |     |     | 17. Do any of the following property conditions exist or have they existed? Give details to any question answered yes.  |
|     |    |     |     | 18. Is there or has there been basement water seepage and/or dampness? Explain amount of frequency and location.  |
|     |    |     |     | 19. Have waterproofing repairs, if any, been made?  |
|     |    |     |     | 20. Are there cracked or bulged floors or walls in the basement?  |
| X   |    |     |     | 21. Is drain and/or sump installed and working properly? If yes, where does it drain to:  |
|     | X  |     |     | 22. Are all structures located within the boundaries of the property?   |
|     |    |     |     | 23. Was the structure moved to this site?   |
|     |    |     |     | 24. Are there cracks in the driveway, garage floor, sidewalks, patio, retaining walls, or other outside hard surfaced areas?  |
| X   |    |     |     | 26. Does the roof leak? Has there been interior damage from condensation or ice buildup?  |
|     |    |     |     | 27. Is there damage to the roof or shingles? What repairs, if any, have been made?  |
|     |    |     |     | 28. Are you aware of dry rot in the building?   |
|     |    |     |     | 29. Have you performed work upon the property within the last 5 years which require a building, plumbing, electrical or other permits?  |
|     |    |     |     | 31. Was a permit obtained?  |
|     |    |     |     | 32. Was the work approved by an inspector?  |
|     |    |     |     | 33. Has the property or its improvements been damaged? (i.e. fire, smoke, wind, floods, hail, snow, or broken water line) If yes, was the damage repaired?  |
|     |    |     |     | 35. Do rain gutters and downspouts work?  |
| X   |    |     |     | 36. Have damage claims been paid to you by insurance coverage?  |
|     |    |     |     | 37. Are the exterior and interior locks operable?   |
|     |    |     |     | 38. Will keys be provided for each?   |
|     |    |     |     | 39. Are all the window screens available?   |
|     |    |     |     | 40. Are there damaged screens?  |
|     |    |     |     | 41. Are all the storm windows available?  |
|     |    |     |     | 42. Are there broken windows or broken seals?   |
|     |    |     |     | 43. Are skylights in working condition? (i.e. no leaking, condensation, or mechanical malfunctioning)   |
|     |    |     |     | 44. Is the fireplace, woodburner, chimney, or flue in working order?  |
|     |    |     |     | 45. Has the fireplace/woodstove/chimney/flue been cleaned? If yes, when?  |
|     |    |     |     | 46. Are there additional property conditions that have not been described above? (i.e. slanted floors, sticking windows, settling, distorted door frames, sagging ceilings or siding irregularities?) |

## III. WATER & SEWER SYSTEMS:

| YES | NO | UNK | N/A | QUESTION   |
|-----|----|-----|-----|--|
|     |    |     |     | 50. Do any of the following property conditions exist or have they existed? Give details to any question answered yes. |
|     |    |     |     | 51. Is there a water well(a) on the property?  |
|     |    |     |     | 52. What is the source of household water? (city well, rural)  |
|     |    |     |     | 53. What is the type of sewer system? (i.e. city, septic tank, drain field)  |
|     |    |     |     | 54. Is there a sprinkler system and is it in working order?  |
| X   |    |     |     | 55. Do you know the flow rate or capacity of the well? If yes, what is it?   |
|     |    |     |     | 56. Has the well water been tested? Test results attached? Yes _____ No _____ Comments: _____                          |

## IV. ENVIRONMENTAL CONDITIONS:

| YES | NO | UNK | N/A | QUESTION   |
|-----|----|-----|-----|--|
|     |    |     |     | 60. Do any of the following property conditions exist or have they existed? Give details to any question answered yes.   |
|     |    |     |     | 61. Are there underground storage tanks?   |
|     |    |     |     | 62. Is urea-formaldehyde foam insulation present?  |
|     |    |     |     | 63. Are asbestos containing materials present?   |
|     |    |     |     | 64. Is lead based paint present? If yes, seller agrees to provide purchaser with all available records and reports pertaining to lead based paint/ or lead based hazard pertaining to this property. |
|     |    |     |     | 65. Has the property been tested for radon?  |
|     |    |     |     | 66. Is there any fill or expansive soil on the property?   |
|     |    |     |     | 67. Do you know of drainage or flood conditions?   |
|     |    |     |     | 68. Are you aware of diseased trees or shrubs?   |
|     |    |     |     | 69. Are you aware of rodent, animal or insect infestations?  |
|     |    |     |     | 70. Are there or have there been pets in the property?   |

## V. LAND USE:

| YES | NO | UNK | N/A | QUESTION  |
|-----|----|-----|-----|---|
|     |    |     |     | 73. Are you aware of the following?   |
|     |    |     |     | 74. Covenants, deed restrictions, or reservations?                                    |
|     |    |     |     | 75. Zoning infractions, non-conforming uses, violations of setback requirements?      |
|     |    |     |     | 76. Encroachments, easements, life estate, right of first refusal, or existing lease? |
|     |    |     |     | 77. Homeowners Association that has authority over the property?                      |

Comments re line #

80. **INSULATION:**

81. YES  NO  UNK  N/A

82. Do any of the following property conditions exist or have they existed? Give details to questions answered yes.

83. Was insulation added during your ownership? If yes: Date installed

84. Ceiling Walls Floor

85. **VR. SYSTEMS/UTILITIES/APPLIANCES:**

86. Drain Tile System

87. Sump Pump

88. Electronic Air Purifier

89. Fire Sprinkler System

90. Furnace Humidifier

91. Incinerator

92. Intercom

93. Lawn Sprinkler System

94. Pool & Equipment

95. Hot Tub

96. Sauna

97. Security System

98. Smoke Detectors (Battery)

99. Smoke Detectors (Hardwire)

100. Carbon Monoxide Detectors

101. Solar Collectors

102. Supplemental Heater(s)

103. Wall Air Conditioner(s)

104. Window Air Conditioner(s)

105. Water Heaters

106. Water Treatment Systems

107. Window Treatments

108. Woodburning Stove

109. Septic Tank

110. Other

111. Other

112. Other

113. Door Bell

114. Antenna & Cable

115. Exhaust Fan(s)

116. A/C Fan

117. Washer/Dryer Hookups

118. Gar. Door Auto Reverse

119. Gar. Door Controls

120. Garage Door Openers

121. Pumping/Furnaces/Mechanisms

122. Electrical Systems

123. Air Exchanger

124. Central Vacuum

125. Central Air Cooling

126. Central Heating System

127. Dryer

128. Washer

129. Trash Compactor

130. Refrigerator

131. Oven

132. Range Hood

133. Range

134. Microwave Oven

135. Garbage Disposal

136. Freezer

137. Dishwasher

138. Bathroom Vent Fan(s)

139. Ceiling Fan(s)

140. Dehumidifier

141. Comments re line #

**ACKNOWLEDGMENTS:**

The Seller hereby acknowledges that the information provided in this document is true and accurate to the best of Seller's knowledge as of the date listed below. This information is based upon Seller's actual knowledge and, unless specifically stated otherwise in writing, upon the Seller's period of ownership of the property. If any of the information becomes inaccurate after it is delivered to the Buyer and before closing, the Seller shall notify the Buyer and any real estate licensee representing any party to the transaction in writing of such change.

Seller acknowledges receipt of a copy of this document.

Seller: \_\_\_\_\_ Date: 3-4-10

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Seller: \_\_\_\_\_

Changes are noted and initialed. Date: \_\_\_\_\_

No change in property condition. Date: \_\_\_\_\_

The Buyer/Prospective Buyer acknowledges receipt of this Property Condition Statement. Listing Broker and Agents make no representations and are not responsible for any conditions existing in the property. The Buyer acknowledges that Buyer has been advised to verify the information listed in this statement independently. THE BUYER ACKNOWLEDGES AND UNDERSTANDS THAT THIS DOCUMENT IS NOT INTENDED TO BE A WARRANTY OF ANY KIND OR A SUBSTITUTE FOR ANY INSPECTION OF THE PROPERTY THE BUYER MAY WISH TO OBTAIN.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Beauty Shop

### Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

#### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure (Initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_
- (b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (h) Records and reports available to the seller (check one below):  
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgment (initial)


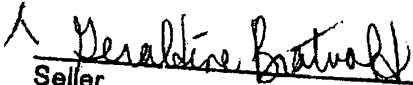
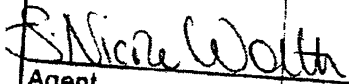
- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check one below):  
 Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; or  
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (initial)

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

|  |        |  |        |
|--|--------|--|--------|
|  | 2-2-10 |  | 2-2-10 |
| Seller   | Date   | Seller   | Date   |
|  | 2-2-10 |  |        |
| Agent  | Date   | Agent  | Date   |
|  |        |  |        |
| Purchaser  | Date   | Purchaser  | Date   |

Variety Store

### Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

#### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure (Initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

WB X

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check one below):  
Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

WB X

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgment (Initial)

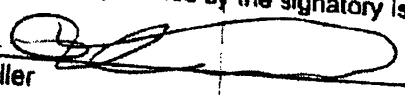
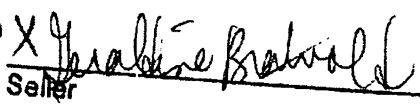
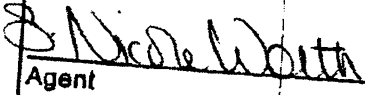
- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check one below):
  - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards; or
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (Initial)

X (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

|           |   |      |        |           |  |      |        |
|-----------|---|------|--------|-----------|--|------|--------|
| Seller    |  | Date | 2-2-10 | Seller    |  | Date | 2-2-10 |
| Agent     |   | Date | 2-2-10 | Agent     |  | Date |        |
| Purchaser |   | Date |        | Purchaser |  | Date |        |

# AGENCY DISCLOSURE TO BUYER CUSTOMER

Before Reynolds Realty ("Firm") begins to assist you in finding and purchasing a property, we must disclose to you that Broker will be representing the seller in the transaction.

Broker will disclose to you all material facts about the property of which Broker is aware, that could adversely and significantly affect your use or enjoyment of the property. Broker will also assist you with the mechanics of the transaction.

When it comes to the price and terms of an offer, Broker will ask you to make the decision as to how much to offer for any property and upon what terms and conditions. Broker can explain your options to you, but the ultimate decision is yours. Broker will attempt to show you properties in the price range and category you desire so that you will have information on which to base your decision.

Broker will present to the seller any written offer that you ask Broker to present. Broker asks you to keep to yourself any information about the price or terms of your offer, or your motivation for making an offer, that you do not want the seller to know. Broker would be required, as the seller's agent, to disclose this information to the seller. You should carefully consider sharing any information with Broker that you do not want disclosed to the seller.

X \_\_\_\_\_ Reynolds Realty  
Customer (Broker)

\_\_\_\_\_ BY: S Nicole Worth  
Customer Salesperson

Dated: \_\_\_\_\_

# Reynolds Realty

## PURCHASE AGREEMENT

Date 5/14/10

1. I/We Three Affiliated Tribes  
of 404 Frontage Road, New Town, ND 58763-9402  
hereinafter referred to as Purchaser, offer to purchase from Warren D. & Geraldine Bratfold  
of P.O. Box 364, New Town, ND 58763  
hereinafter referred to as Seller, the following described Real Estate: Lots 7, 8 & 9, Block 10, Original Townsite

with a mailing or street address of: P.O. Box 364, New Town  
Located in the county of Mountain State of North Dakota  
Included in the purchase price are all items and equipment attached to the property, which will be delivered free and clear of any encumbrances, and in their present condition including but not limited to the following: All garden bulbs, plants, shrubs and trees, storm doors and windows, screens, awnings, electric lighting fixtures and bulbs, chandeliers, window shades, drapery poles, curtain rods, venetian blinds, bathroom fixtures, attached mirrors, central heating and cooling units and attached equipment, ventilating fixtures, water heaters, water softeners (if owned by Seller), linoleum, wall to wall carpeting, basketball hoop, mailbox, garage door opener and controls, fireplace screens and grates, exterior attached antennas and built in kitchen equipment, except such items as are hereafter set forth: Inventory and shelving

The following personal property is also included as part of the property for said purchase price: 2 buildings (variety & beauty) and empty lot

2. Purchase Price the sum of Two hundred thousand Dollars (\$ 200,000.00)  
Earnest Money herewith Five thousand - check # 2107326 Dollars (\$ 5,000.00)  
\* (On \_\_\_\_\_ 19\_\_\_\_ as additional earnest money, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_))  
(On Seller's acceptance \_\_\_\_\_ Dollars (\$ \_\_\_\_\_))  
Financing Terms: Balance of Purchase Price \$ 195,000.00 shall be paid as follows: cash to seller

\*Surface only

3. Evidence of title in the form of up-to-date abstract of title paid for by seller  a policy of title insurance paid for by buyer  
in an amount equal to said purchase price. The Purchaser shall have a reasonable time to examine said title and shall allow the Seller 45 days after notification in which to cure any defects which may appear therein. The Seller further agrees to deliver a good and sufficient Warranty Deed, free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, easement of record, and \_\_\_\_\_

Seller represents that Seller has had no notice from any governmental body of any violations of building codes or other regulations which remain unremedied affecting the subject property as of date of signing of this contract.

4. Rent, taxes and condominium association dues for the current year shall be prorated between Purchaser and Seller as of the date of  possession,  closing. Special assessments in the amount of \$4616.54 are to be  paid by Seller, including interest accrued,  assumed by the Purchaser and the annual installment of special assessments prorated as of the date of  possession,  closing.  
Neither the Seller nor Seller's agent make any representations of warranty whatsoever concerning the amount of real estate taxes or special assessments which can be assessed against the property subsequent to the date of purchase.

5. Closing for title and financial documents shall be on or before about 6-1-10, 19\_\_\_\_  
Seller agrees to deliver possession of the premises on or before about 6-1-10, 19\_\_\_\_  
Special conditions: \_\_\_\_\_

Earnest money will be deposited upon acceptance of offer.

Settlement Fee to be paid by Buyer  Seller  Buyer and Seller  Neither

6. Seller covenants that all buildings, if any, are entirely within boundary lines of property and agrees to remove all personal property not included herein and all debts from premises prior to possession date

7. The agreement shall be contingent upon N/A

8. Purchaser grants to the Agent \_\_\_\_\_ 3 days hereafter to secure Seller's acceptance hereof and lenders to Reynolds Realty Trust Account the sum of \$ 5,000.00 in the form of check # 2107326 as earnest money, receipt of which is hereby acknowledged, to be held in escrow and returned in the event of refusal or failure of the Seller to accept this offer. In the event the Seller performs all his obligations after acceptance and the Purchaser shall fail to consummate the purchase, by the dates specified in paragraph 5 above, the Seller shall be paid the earnest money so held in escrow as liquidated damages for such failure to consummate the purchase, in accordance with the terms of the listing agreement, without prejudice to other rights and legal remedies. Time is of the essence for all covenants and conditions in this entire agreement.

9. It is understood between the parties hereto that the property herein sold has been inspected by the Buyer, or his or their agent, and that the same is being purchased as a result of such inspection. The Property being sold is not new, and Buyers hereby acknowledge that the Seller or the Seller's agent has made no representation to the Buyers regarding condition of the Property or any of the appliances contained therein. Buyers are hereby informed that Seller and Seller's agent is unaware of any latent defects in the Property or in any components thereof, including but not limited to plumbing, heating, air conditioning and electrical systems, fixtures and appliances, roofs, sewers, dry basements, foundations and pool and related equipment, if any, except as specifically set forth herein or in the agreement. Therefore the buyer accepts the property without warranties of any kind whatsoever from the Seller or the Seller's agent and understands the property is being sold in its "as-is", "where-is" state.

10. It is understood that Reynolds Realty and S Nicole Worth are acting as agents only in bringing the Purchaser and Seller together and will in no case whatsoever be held liable to either party for the performance of any term or covenant of this agreement or for damages for non-performance thereof.

S Nicole Worth a real estate licensee,  
stipulate that I am representing the \_\_\_\_\_

(Purchaser / Seller) in this transaction.

S Nicole Worth

Licensee

I, \_\_\_\_\_, a real estate licensee,  
stipulate that I am representing the \_\_\_\_\_  
(Purchaser / Seller) in this transaction.

Licensee

11. Agent S Nicole Worth  Purchaser \_\_\_\_\_  
Social Security # \_\_\_\_\_ Date \_\_\_\_\_  
MLS # \_\_\_\_\_  
Purchaser \_\_\_\_\_  
Social Security # \_\_\_\_\_ Date \_\_\_\_\_

12. The undersigned hereby accepts the above offer to sell on the terms stated, agrees to keep and maintain the premises in their present condition until completion of this sale and delivery of possession, and to keep building thereon reasonably insured against loss by fire and extended coverage hazards, during said period.

I (We) further agree to pay a sales commission in the amount of \$ \_\_\_\_\_ for services rendered in this transaction.

Agent \_\_\_\_\_ Seller \_\_\_\_\_  
Social Security # \_\_\_\_\_ Date \_\_\_\_\_  
Seller \_\_\_\_\_  
Social Security # \_\_\_\_\_ Date \_\_\_\_\_





**CERTIFICATION**

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, \_\_\_ were present at a Regular Meeting thereof duly called, noticed, convened, and held on the May 21st 2010; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of \_\_\_ members, \_\_\_ members opposed, \_\_\_ members abstained, \_\_\_ members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [] Voting. [  ] Not voting

Dated this 21<sup>st</sup> day of May, 2010

**ATTEST:**

\_\_\_\_\_  
Tribal Secretary, V. Judy Brugh  
Tribal Business Council  
Three Affiliated Tribes

\_\_\_\_\_  
Tribal Chairman, Marcus D. Levings  
Tribal Business Council  
Three Affiliated Tribes

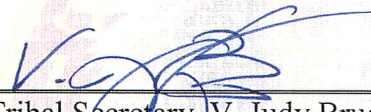
**CERTIFICATION**

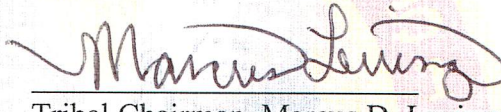
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 21<sup>ST</sup> OF May, 2010; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [] Voting. [  ] Not voting.

Dated this 21<sup>ST</sup> day of May, 2010.

**ATTEST:**

  
\_\_\_\_\_  
Tribal Secretary, V. Judy Brugh  
Tribal Business Council  
Three Affiliated Tribes

  
\_\_\_\_\_  
Tribal Chairman, Marcus D. Levings  
Tribal Business Council  
Three Affiliated Tribes