

**ROSEBUD SIOUX TRIBE
RESOLUTION NO. 2022-139**

WHEREAS, The Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and pertinent amendments thereof; and

WHEREAS, The Rosebud Sioux Tribe is governed by a Tribal Council made up of elected representatives who act in accordance with the powers granted to it by its Constitution and By-laws; and

WHEREAS, the Constitution and By-laws of the Rosebud Sioux Tribe Article IV Section 1 (a) authorizes the Tribal Council to negotiate with the Federal, State and local governments on behalf of the Tribe; and

WHEREAS, The Rosebud Sioux Tribe has enacted RST Resolution No. 2022-139, with the intent to generate revenue by entering into lease agreements with the US Department of Interior and Department of Health and Human Services for tribally owned or rented facilities used to perform those functions pursuant to the Indian Self-Determination Act (the "Act"), Public Law 93-63, Section 105 (I); and

WHEREAS, The RST President has recommended the selection of KIVA Institute, LLP ("KIVA") , to provide related consulting services to the Rosebud Sioux Tribe, Sicangu Resource Development, to provide technical assistance regarding leasing of tribal facilities to the BIA and IHS to operated Public Law 93-638 programs, for an amount no to exceed \$35,000.00, for a period of ninety (90) days; and

WHEREAS, RST Ordinance No. 94-125 establishes a Procurement Policy and Procedures for use by department and entities of the Rosebud Sioux Tribe; and

WHEREAS, The Procurement Policy and Procedures requires purchases of goods and services over \$10,000.00 and over to be approved by the Rosebud Sioux Tribal Council; and

WHEREAS, the Rosebud Sioux Tribal Council has determined that it is in the best interests of the Rosebud Sioux Tribe to enter into a Contract with KIVA Institute, LLP; and

WHEREAS, the payment for contractual services will be provided by Sicangu Resource Development through their PL 93-638 funding; now

THEREFORE BE IT RESOLVED, that the Tribal Council hereby approves the Engagement Letter with KIVA Institute, LLP, on a sole source basis in connection with the provision of consulting services to the Sicangu Resource Development, Rosebud Sioux Tribe; and

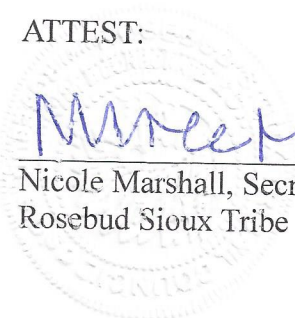
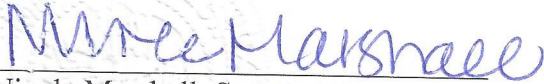
BE IT ALSO RESOLVED, that the President of the Rosebud Sioux Tribe or his authorized delegate is authorized and directed to execute the Contract Proposal on behalf of the Rosebud Sioux Tribe.

**ROSEBUD SIOUX TRIBE
RESOLUTION NO. 2022-139**

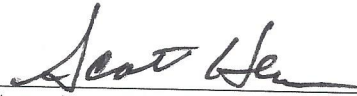
CERTIFICATION

This is to certify that the above Resolution No. 2022-139 was duly passed by the Rosebud Sioux Tribal Council in session on May 11, 2022 by a vote of seventeen (17) in favor, zero (0) opposed and zero (0) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

ATTEST:



Nicole Marshall, Secretary
Rosebud Sioux Tribe



Scott Herman, President
Rosebud Sioux Tribe

**ROSEBUD SIOUX TRIBE
RESOLUTION NO. 2022-108**

WHEREAS, The Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and pertinent amendments thereof; and

WHEREAS, The Rosebud Sioux Tribe is governed by a Tribal Council made up of elected representatives who act in accordance with the powers granted to it by its Constitution and By-laws; and

WHEREAS, The Rosebud Sioux Tribal Council is authorized to promulgate and enforce ordinances for the maintenance of law and order, and to safeguard the peace and morals, and general welfare of the Tribe, pursuant to the Rosebud Sioux Tribe Constitution and By-Laws Article IV Sections 1 (k), and (m), and

WHEREAS, The Rosebud Sioux Tribe has enacted RST Tribal Budget, Finance and Appropriations Committee Ordinance No. 80-07 to establish a Budget and Finance Committee to develop and coordinate all aspects of tribal budget, expenditures and appropriation in accordance with the Rosebud Sioux Tribe Constitution and By-laws; and

WHEREAS, The RST Budget and Finance Committee recommends that the RST Tribal Council authorize the use of Direct Contract Support Costs funds in the amount of \$500,000.00, for the design and planning of a Justice Center, Law Enforcement Services, and Roads Maintenance facilities; and

WHEREAS, the construction costs for the proposed facilities shall be funded through Section 105 (L) of Public Law 93-638; now


THEREFORE BE IT RESOLVED, that the Rosebud Sioux Tribal Council and authorizes the use of Direct Contract Support Costs funds in the amount of \$500,000.00, for the design and planning of a Justice Center, Law Enforcement Services, and Roads Maintenance facilities; and

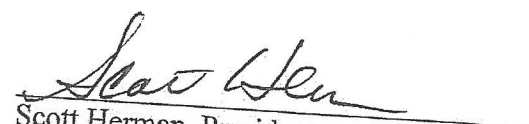
BE IT FURTHER RESOLVED, That the President of the Rosebud Sioux Tribe or his authorized delegate is authorized and directed to sign any and all related documents to authorize the use of Direct Contract Support Costs.

CERTIFICATION

This is to certify that the above Resolution No. 2022-108 was duly passed by the Rosebud Sioux Tribal Council in session on April 13, 2022 by a vote of sixteen (16) in favor, zero (0) opposed and two (2) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

ATTEST:


Nicole Marshall, Secretary
Rosebud Sioux Tribe


Scott Herman, President
Rosebud Sioux Tribe



P.O. Box 1320
Pinetop, AZ 85935

Toll Free: 1-866-202-KIVA (5482)
www.kivainstitute.com

April 15, 2022

Honorable President Scott Herman
Rosebud Sioux Tribe
P. O. Box 430, 11th Legion Avenue
Rosebud, SD 57570

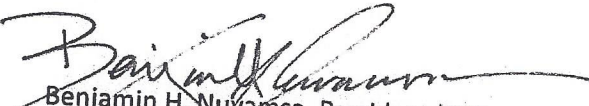
Dear President Herman,

It is our distinct honor to submit this proposal to you, as you requested, to assist the Rosebud Sioux Tribe in developing and submitting a contract proposal(s) under Public Law 93-638, Indian Self-Determination & Assistance Act (Act), to enable lease agreements for use of tribal facilities between the Tribe and the Bureau of Indian Affairs, Bureau of Indian Education, and the Indian Health Service.

Public Law 93-638, the Indian Self-Determination Education and Assistance Act (Act), at section 105(I), provides for tribal nations and tribal organization that operate programs under their Self-Determination contracts or Self-Governance compacts, to enter into lease agreements for tribal facilities they use in carrying out these programs. This provision addresses the history of inadequate funding by the Bureau of Indian Affairs and Indian Health Service for facilities costs, that resulted in unsafe condition of facilities used by tribes in operating Pub. L. 93-638 programs.

KIVA with its partner, Beezley Management, have the experience and knowledge to assist the Rosebud Sioux Tribe in this project, as described in the enclosed proposal. We ask that you review the proposal and consider it for acceptance and approval. We stand ready to discuss this project with you and answer any questions that you may have. Thank you for your time and consideration.

Respectfully,


Benjamin H. Nuvamsa, President/CEO

KIVA Institute LLC

"Building Capacity in Indian Country"™



**CONTRACT PROPOSAL
LEASING OF TRIBAL FACILITIES UNDER
PUBLIC LAW 93-638 INDIAN SELF-DETERMINATION
& EDUCATION ASSISTANCE ACT
SUBMITTED TO ROSEBUD SIOUX TRIBE
APRIL 15, 2022**

Introduction

The Rosebud Sioux Tribe (Tribe) has requested of the KIVA Institute, LLC (KIVA) to submit a contract proposal to provide technical assistance services regarding the leasing of tribal facilities to the Bureau of Indian Affairs & the Indian Health Service that would provide for revenue generation for the Tribe while providing for safe facilities to house programs operated by the Tribe under Public Law 93-638, Indian Self-Determination & Education Assistance Act.

Public Law 93-638, the Indian Self-Determination & Education Assistance Act (Act) of 1975, was amended in 1988 through Public Law 100-472 and provided for joint regulations between Department of Interior (DOI) and Department of Health & Human Services (DHHS) to implement the technical amendments. The 1988 Technical Amendments made significant and positive changes to the Act, one of which was the authorization for Indian tribes and tribal organizations to lease their facilities to operate Public Law 93-638 programs to the federal agencies. The new provision, Section 105(l) of the Indian Self-Determination and Education Assistance Act (Act) provides that tribes and tribal organizations carrying out federal functions under Self-Determination Contracts and Self-Governance Compacts, may enter into lease agreements with the DOI and DHHS for tribally owned or rented facilities used in carrying out those functions. The new provision was intended to address the dire situation of facilities used by tribal nations and tribal organizations to operate Public Law 93-638 programs. Under a Section 105(l) Lease, DOI and DHHS are required to negotiate with tribes or tribal organizations on eligible expenses for use of the facility to carry out the contract or compact function.

Section 105(l) of the Act provides that: (1) "upon the request of an Indian tribe or tribal organization, the Secretary shall enter into a lease with the Indian tribe or tribal organization that holds title to, a leasehold interest in, or a trust interest in, a facility used by the Indian tribe or tribal organization for the administration and delivery of services under the Act"; (2) the Secretary shall compensate each Indian tribe or tribal organization that enters into a lease under paragraph (1) for the use of the facility leased for the purposes specified in such paragraph. Such compensation may include rent, depreciation based on the useful life of the facility, principal and interest paid or accrued, operation and maintenance expenses, and such other reasonable expenses that the Secretary determines, by regulation, to be allowable".

Public Law 93-638 regulations in 25 CFR Part 900, Subpart H - Leases of Tribally-Owned Buildings by the Secretary, requires the Secretary to enter into a lease with the Indian tribe or tribal organization for a building owned or leased by the tribe or tribal organization that is used for administration or delivery of services under the Act. This provision is subject to contract declination provisions of the Act; and is a positive change for Indian tribes and tribal organizations, in that it mandates the Secretary to honor tribal requests, and places a "burden of proof" on the Secretary in instances of contract declinations.

The regulation prescribes that a lease shall include compensation as provided in the statute and "other such reasonable expenses that the Secretary determines, by regulation, to be allowable". The regulation also provides a list of types of expenses deemed to be allowable expenses under such leases, such as rent (sublease), depreciation and use allowance, contributions to a reserve for replacement of facilities, principal and interest paid or accrued, operation and maintenance expenses, repairs to buildings and equipment, alterations, other reasonable expenses.

KIVA Institute, LLC & Partnership

Contractor is a 100% Native American owned and operated training and consulting company dedicated to *"Building Capacity in Indian Country"*[™]. KIVA has years of special expertise in the Indian Self-Determination Act, as its President/CEO served as the

DOI/Bureau of Indian Affairs' Lead Negotiator during the Negotiated Rulemaking process required by the 1988 Technical Amendments to the Act. The Negotiated Rulemaking process led to the publication of 25 CFR Part 900 regulations that governs all awards under Public Law 93-638, including Section 105(l) leasing regulations.

KIVA's President/CEO, and former Tribal Chairman of the Hopi Tribe, has considerable knowledge of and experience in the Indian Self-Determination Act, other federal programs that serve tribal nations, federal appropriations laws and processes, knowledge of state governments. A copy of the brief resume is attached. KIVA provides annual training and consulting services on Public Law 93-638 and related topics for tribal nations and tribal organizations.

Beezley Management is a CBRE company with considerable experience in construction project management services, including construction of projects in Indian Country. Beezley has partnered with KIVA in construction projects in Indian Country, most notably the "*Oyate Ki Woosee Ogha Tipi*", the Indian Justice Center, on the Pine Ridge Indian Reservation. A LEED Silver certified center that houses the tribal court, offices for the tribal attorney general, public defender, adult and juvenile holding cells, public safety administrative offices including the 911 dispatch and crime lab.

KIVA Proposal

The Rosebud Sioux Tribe (Tribe) desires to lease several tribally owned or leased facilities that it will identify as potential candidates for leasing to the Bureau of Indian Affairs, Bureau of Indian Education, and the Indian Health Service under the authorities granted by Public Law 93-638, the Indian Self-Determination & Education Assistance Act.

A. KIVA Shall:

KIVA, and its Team, submits this proposal to provide guidance and technical services necessary to facilitate the process of:

1. Identifying buildings and facilities that the Tribe will offer for leases with the Bureau of Indian Affairs, Bureau of Indian Education, and the Indian Health Service;
2. Assisting in conducting assessments of identified buildings and facilities to ensure the buildings meet local health and safety standards; and where necessary, assisting the Tribe in making renovations and other improvements necessary to bring the facilities into compliance with local building standards and codes.
3. Assisting in obtaining pertinent documents and descriptions of proposed buildings and facilities including:
 - a. Location and address of each facility;
 - b. Architectural floorplans showing gross square footage;
 - c. Service date of each facility;
 - d. Certificate of Occupancy (which may have been provided to the Tribe to ensure the facility conforms to federal safety standards);
 - e. Identification of all programs and departments on the floor plan including square footage used in performing under the Funding Agreement;
 - f. Certified copy of the loan agreement, principal and interest (P&I) payment schedule for the duration of the loan if requesting (i) depreciation and /or, (ii) P&I;
 - g. Recent photos of the facility interior and exterior;
 - h. Recent inspection report of the condition of the facility;
 - i. Information regarding the Contract Support Cost (CSC) considerations for the building identified in the lease to ensure there is no duplication of costs to be claimed; and
 - j. Proof of Ownership to include (i) proof of mortgage, title, or loan; (ii) quitclaim or warranty deed; (iii) lease agreement if sub-leasing to the federal government.
 - k. In instances of missing documents or documents that need to be obtained, the KIVA Team with its technical staff will provide any work and tasks

necessary to obtain the required documentation, e.g. facilities assessments, inspection reports, facilities renovation, etc.

4. Assisting the Tribe, in the instances of any required building renovation and other improvements necessary to bring the facilities into compliance with local building standards and codes.
5. Assisting the Tribe in identifying the appropriate federal officials who will be responsible to respond to the Tribe's contract proposal, including officials at the Central or Headquarters level, regional and agency contact, and officials in the Division of Facilities Management (DFMC)
6. Guiding and assisting the Tribe in the development of a leasing proposal(s) to the appropriate federal agency under Public Law 93-638 Indian Self-Determination & Education Assistance Act, at section 102(a)(1) and section 105(l); and 25 CFR Part 900; and provide assistance in addressing any and all responses from the above federal programs. Ensure that the facility(ies) meet necessary program requirements, dimensions, square footage, and justification for the proposed lease(s); and provide the required reports and documents.
 - a. Obtain copies of pertinent Public Law 93-638 contracts or grant agreements, and Annual Funding Agreements to support the Tribe's proposal(s);
 - b. Assist the Tribe in the development of budget(s) and funding requests; and
 - c. Assist the Tribe and its attorneys in legal sufficiency reviews prior to submittal of the contract proposals to the appropriate federal agency.
 - d. Assist the Tribe, tribal officials, and its attorneys during contract negotiations
7. Guiding and assisting in negotiations of the proposed lease(s) between the Tribe and target federal agencies, including the appropriate offices of the Bureau of Indian Affairs, Bureau of Indian Education, and the Indian Health Service.

8. Guiding and assisting the Tribe, in the case of declination of the contract proposals, in the appeals and disputes processes to ensure tribal rights are acknowledged by federal officials.
9. Guiding and assisting the Tribe, upon receipt of the contract award, in the process of implementing and carrying out the terms and conditions of the award(s).
10. Providing guidance and assistance to the Tribe during the administration of contract agreements to ensure Tribal compliance; and to avoid any potential disagreements and disputes; however, in the event of any disagreements and disputes, guide and assist the Tribe in the resolution of same.
11. Depending on the length or term of the contract agreements with the appropriate federal agency, the KIVA Team shall provide all work necessary to prepare for the new award(s) in the subsequent fiscal years.

B. The Tribe Shall:

1. Identify and assign officials of the Tribe that will be assigned to this project; to assist KIVA and its associates in the collection of information and preparation of the required contract proposal(s).
2. Provide the necessary documents (identified above) that will be necessary for preparing the contract proposal(s).
3. Assist the Tribe and its Team in performing any necessary construction or renovation work required to satisfy local building standards and codes; and in obtaining appropriate building inspection reports.

4. Assist the KIVA Team in the development of the contract proposal(s) to the appropriate federal agencies; and in the development of the contract scope of work as enumerated above.
5. Compensate KIVA for work performed on a monthly basis upon receipt of a monthly invoice accompanied with monthly progress reports.
6. Promptly pay the invoice on receipt; and any invoice not promptly paid within 30 days of receipt, shall accrue a late payment penalty of 10% assessed cumulatively until the invoice is paid in full.

C. Compensation:

The nature of this project provides that a project scope of work and timelines will be discussed and agreed to by the Parties, based on the needs expressed by the Tribe. Once potential projects are identified, prioritized and work schedules are developed, the KIVA Team will develop a strategic plan in consultation with the Tribe and begin the project. It is important that expenditures are accurately documented for reporting and auditing purposes. It is of utmost importance that the projects selected meet the criteria for allowable projects to prevent a disallowance of costs.

The KIVA Team proposes to provide its services to the Tribe on an hourly and project basis as needed, as follows:

Hourly Rate Structure:

Managing Director/Partner	\$195.00 per hour
Project Coordinator	\$185.00 per hour
Consultants/Subcontracts	As Negotiated
Project Administrator/Assistant	\$110.00 per hour
Other Staff (as necessary and as negotiated)	

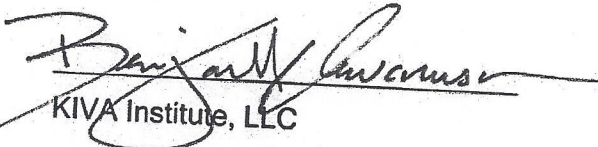
Pricing is valid for 30 days from the date of this proposal

- Hourly rates are subject to 2.5% annual escalation.
- All invoices are Net 30 Days; and any invoice not promptly paid within 30 days of receipt, shall accrue a late payment penalty of 10% assessed cumulatively until the invoice is paid in full.
- Cost of obtaining building permits are not included with our fee.
- Reimbursable expenses typically include professional service fees, travel including air fare, rental vehicles, lodging, per diem; and any necessary reasonable out-of-pocket expenses.

Project Fee Budget

The approach we selected in proposing our fees is to do so on an hourly rate basis and as-needed basis, as compared to a lump sum, or flat monthly fee approach. The duration of the project is uncertain due to unforeseen circumstances. We recommend some controls so that fees are not open-ended and unmanaged. We typically will recommend an initial work or task order, not to exceed the amount of \$35,000.00 to be established for a period equal to 90 days. We believe this is enough to allow our team to gather data, engage with the Tribe's stakeholders, and establish a defined list of tasks, deliverables, and scope of work for the initial 90 days. This is only an authorization amount we recommend; and the KIVA Team will only bill for the actual hours and expenses incurred.

Proposal Submitted:


KIVA Institute, LLC

04/15/2022

Date

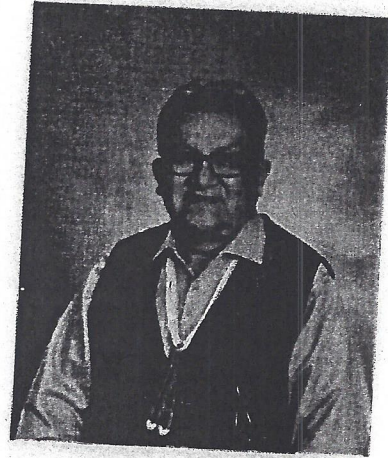
Proposal Accepted:

Rosebud Sioux Tribe

Date

Benjamin (Ben) Nuvamsa Biography

Ben Nuvamsa is Founder and President/CEO of the KIVA Institute, LLC. KIVA is a 100% Native American owned and operated company providing capacity building services for tribal nations and tribal organizations. KIVA's services include training and consulting services in the areas of tribal governance, tribal sovereignty, management, finance and accounting, audits, strategic planning, and renewable energy. KIVA's expertise is in the Indian Self-Determination Act, a federal law that provides statutory authority for tribal nations to assume direct control of federal programs including social services, education, natural resources, water resources, environmental protection, archaeological resources, judicial services, health services, and transportation programs.



Nuvamsa is former Tribal Chairman of the Hopi Tribe; and has over 50 years of executive management experience in federal and tribal governments. His expertise spans from Indian water rights to Indian law and policy; finance and accounting; tribal governance; tribal sovereignty; federal, tribal and state legislative processes. A strategic manager and team builder, Nuvamsa is known nationally as the leading expert on Public Law 93-638, the Indian Self-Determination and Education Assistance Act; and served as Lead Negotiator representing the Department of the Interior and Bureau of Indian Affairs in the national federal rule making process that resulted in the formulation of Indian Self-Determination regulations that are in use today by tribal nations, tribal organizations and the federal government.

Nuvamsa is Chairman of the Board of Directors of Native Community Capital, a CDFI headquartered in New Mexico. Native Community Capital provides funding and technical assistance for tribal housing programs and tribal entrepreneurs in the Southwest, and generally throughout Indian Country. Ben holds a degree in accounting from Northern Arizona University; and received the Outstanding Citizenship Award by the Northern Arizona University Alumni Association in 1997.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and **S. L. Ventures, Inc., 119 Lakeshore Dr., Valentine, NE 69201** herein "Seller", whether one or more), and **Rosebud Sioux Tribe, P.O. Box 430, Rosebud, SD 57570** (herein "Buyer", whether one or more) and is effective on the date this Agreement is executed by Buyer and Seller as reflected on the signature page(s).

In consideration of the mutual covenants and agreements contained herein and pursuant to the terms and conditions contained in this Agreement, it is hereby agreed as follows:

1. PROPERTY PURCHASED. Seller agrees to sell and Buyer agrees to purchase, on such terms and conditions as are set forth hereinafter, the following described property:

(a) All that real estate legally described as:

**Lot One (1) of the Plat of Heinert Tract #2 located in the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) of Section Thirty-Three (33) Township Thirty-Nine (39) North, Range Twenty-Eight (28) West of the 6th P.M., as set out in Book 2, Plats on page 121.
789 E Hwy 18, Mission, SD 57555**

together with all buildings and improvements situated thereon, including all fixtures and equipment permanently attached thereto (the "Subject Premises"). The following personal property is included: none

(b) The Buyer is familiar with the Subject Premises and agrees to accept the Subject Premises in their current condition. Seller provides no warranty as to the condition of the Subject Premises, and it shall **be sold "as is/where is."**

2. PURCHASE PRICE. The Purchase Price of the Subject Premises is Three Hundred Thirty Thousand Dollars and No Cents (\$330,000.00). The Purchase Price shall be paid to Seller by Buyer according to the following terms:

The sum of Three Hundred Thirty Thousand Dollars and No Cents (\$330,000.00) in cash or certified funds due upon closing.

3. CONVEYANCE. At Closing, Seller agrees to convey the Real Property by Warranty Deed (the "Deed") to Buyer, subject to Permitted Exceptions as defined in paragraph 7(a). Said conveyances shall be free from all liens and encumbrances, but will be subject to easements and right of ways of record.

4. DATE OF CLOSING. The Date for Closing this sale shall be on or before June 7, 2022.

5. PLACE OF CLOSING. The Place of Closing shall be at the offices of Sandhills Title Company, or at such other location as the parties shall mutually agree.

6. POSSESSION. The right of possession of the Subject Premises shall pass to Buyer upon Closing. It is understood and agreed that this Agreement shall in no manner be construed to convey the premises or to give any right to take possession thereof prior to Closing.

7. CONDITIONS PRECEDENT TO CLOSING. The obligation of the parties to close this Agreement is subject to the satisfaction of the following conditions:

(a) Title Approval. Seller shall deliver to Buyer prior to Closing a **Title Insurance Commitment ("Commitment")** for the Real Estate. If Buyer has any objection to items disclosed in such Commitment, Buyer shall notify Seller prior to Closing. If Buyer makes such objections, Seller shall have a reasonable time after receipt of such objections (but not more than 30 days) to cure the same, and the Closing Date shall be extended, if necessary. Seller shall use its best efforts to cure such objections. If the objections are not satisfied within such time period despite Seller's best efforts, Buyer may (i) terminate this Agreement by notice to Seller given within five (5) days after the expiration of such 30 day period, or (ii) waive its objections and close the transaction. Any defects in Seller's title not objected to by **Buyer or accepted by Buyer shall be deemed "Permitted Exceptions" for purposes of this Agreement**. Failure of Buyer to terminate the Agreement as provided herein shall also be deemed to make any title defects **"Permitted Exceptions."**

(b) Inspection of Real Estate. At any time prior to Closing, **Buyer and Buyer's respective representatives** shall have the right to enter upon the Real Estate at any reasonable time to make surveys, studies, inspections, and other tests to determine whether the Real Estate contains, or has the potential of containing, any hazardous materials or substances, or other environmental problems, and to determine the condition of the Real Estate; provided, however, all such surveys, studies, inspections or other tests shall be performed **by Buyer at Buyer's sole cost** and expense and completed in the time period referenced above. If Buyer does not make such surveys, inspections or tests, in the time period required, Buyer shall be deemed to be satisfied with the condition of the Real Estate. The Buyer shall not be obligated to undertake any soil borings or other invasive testing to determine the existence of hazardous materials on the Real Estate, it being the intention of the parties that if noninvasive environmental inspections and testing indicate that the Real Estate may contain hazardous substances, Buyer shall have the right to rescind this Agreement. If in Buyer's judgment, such surveys, studies, inspections or other tests indicate or determine that the Real Estate contains any hazardous materials or substances or the condition of the Real Estate is not acceptable to Buyer, then Buyer may terminate this Agreement by notice given to Seller prior to Closing. If Buyer fails to terminate this Agreement by the Closing Date, then Buyer shall be deemed to have waived this contingency. Nothing stated herein shall be

deemed to grant Buyer the authority to bind the Real Estate with any construction liens related to the testing contemplated hereunder or for any other work related to the Real Estate prior to closing, and the parties hereto specifically disclaim that any agency relationship exists as between Seller and Buyer with respect thereto. Buyer further agrees to indemnify and hold Seller harmless from and against any costs, liabilities, claims or expenses arising out of any failure of Buyer to promptly pay for the costs and expenses associated with any borings, surveys, studies, inspections or other tests performed by Buyer, which indemnity shall survive closing. Seller agrees to furnish to Buyer, prior to Closing, with any environmental studies, assessments, audits or other environmental information in Seller's possession regarding the Real Estate. Buyer acknowledges that Buyer is purchasing the Real Estate based upon Buyer's inspection of the Real Estate and not based upon any representations of the Seller other than as are contained herein. Buyer further acknowledges that Buyer is purchasing all of the Property "AS IS," and that Seller has no obligation to make any repairs or modification thereto other than as may be specifically set forth herein.

8. ENVIRONMENTAL CONDITION OF SUBJECT PREMISES. Buyer acknowledges Seller has made no representation or warranty of any nature to Buyer relating to whether any hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos or petroleum product has been released into the environment, or deposited, discharged, placed or disposed of at, near or on the Property. Buyer further acknowledges Seller has made no representation or warranty whatsoever to Buyer relating to whether a hazardous substance or hazardous waste, as defined by the Resource Conservation Recovery Act (42 U.S.C. §§6901, *et seq.*) or the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §§9601, *et seq.*) has been generated, manufactured, refined, transported, treated, stored, handled or disposed of on, at or near the Property.

9. REAL ESTATE TAXES AND ASSESSMENTS. Seller shall be responsible for all real estate taxes and personal property taxes (if any) for tax year prior to closing and all prior years. The current tax year real estate taxes shall be prorated to the closing, with a credit to the Buyer for Seller's portion of the current tax year taxes. All real estate taxes and personal property taxes (if any) for the year of closing and following years will be paid by Buyer.

10. RISK OF LOSS. Risk of loss with respect to the Subject Premises shall be borne by Seller until the day of Closing and thereafter by Buyer. In the event of material damage to the Subject Premises by fire, explosion or any other cause prior to Closing, Seller shall have Sixty (60) days to repair the Subject Premises or to rescind this Agreement.

11. DEFAULT. Unless otherwise provided for herein, if Buyer or Seller fails to comply herewith, the other party may exercise remedies as follows:

(a) Buyer's Remedies. In the event any condition set forth in of this Agreement is not satisfied or waived, or in the event Seller defaults on any obligation arising hereunder, Buyer shall be entitled to pursue any remedy which may be available to Buyer at law or in equity.

(b) Seller's Remedies. In the event any condition set forth in this Agreement is not satisfied or waived, or in the event Buyer defaults on any obligation arising hereunder, Seller shall be entitled to pursue any remedy which may be available to Seller at law or in equity.

12. DIVISION OF EXPENSES FOR THIS TRANSACTION. The parties agree that the expenses in connection with the sale and purchase of the Subject Premises will be divided as follows:

Expense	Buyer	Seller
Owner's Title Insurance Policy Premium	50%	50%
Lender's Title Insurance Policy Premium and any Policy Endorsement required by Lender	100%	--
Doc Stamp Transfer Fee	--	100%
Filing Fee for Deed	100%	--
Cost of clearing title or correcting title defects (if necessary)	--	100%
Fees for Drafting this Agreement	50%	50%
Closing Agent Fees	50%	50%

13. BINDING EFFECT. This Agreement shall be binding upon each of the parties hereto, their legal representatives, heirs, successors and assigns.

14. MODIFICATION. This Agreement constitutes the entire understanding of the parties, and there shall be no verbal or other agreement except as contained herein and except as it may be amended by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, discharge or amendment is sought.

15. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for

any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

16. CHOICE OF LAW. This Agreement shall be administered in accordance with the laws of the State of South Dakota.

17. EXECUTION OF ADDITIONAL DOCUMENTS. The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Subject Premises, and to protect the right, title and interest in and enjoyment of the Subject Premises assigned, transferred and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed. The parties hereto will also execute all customary documents required by the title insurance company at closing, including, but not limited to, affidavits and indemnification agreements.

18. TIME OF ESSENCE. Time is of the essence regarding the payments and performances referenced in this Agreement.

19. CONSTRUCTION. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise.

20. ASSIGNMENT. This Agreement cannot be assigned without the prior written consent of Seller, which Seller can withhold in its sole and absolute discretion.

21. ATTORNEY. The parties agree that Susan Beel, attorney, will draw this agreement and the closing documents, and acknowledge that said attorney represents only the Buyer in this real estate transaction.

22. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other party.

23. NAME FOR DEED: _____.

Executed on the dates referenced below.

Seller:
S.L. Ventures, Inc.

Michelle Henderson, President

Date

Buyer:

Rosebud Sioux Tribe

Date