

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

WHEREAS, tribal member, Owen Laluk, has requested permission to purchase the home of tribal member, Tommy Charles Amos, which is located at Lot A-88 Arrow Street in the Hondah Homesites; and

WHEREAS, Owen Laluk and Tommy Charles Amos have entered into an agreement for the purchase and sale of the home (copy attached), contingent upon Mr. Laluk obtaining financing through the Revolving Credit Program; and

WHEREAS, the Tribal Council is also advised that it will be necessary to encumber the leasehold interest to secure the financing of this home; and

WHEREAS, after consideration of this request, the Tribal Council concludes that permission should be granted to tribal member Owen Laluk to purchase the home located at Lot A-88 Arrow Street in the Hondah Homesites, from tribal member Tommy Charles Amos, pursuant to the conditions set forth herein.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves a twenty-five (25) year lease, with an automatic 25-year renewal, for the premises described as Lot A-88 Arrow Street in the Hondah Homesites, to tribal member Owen Laluk, pursuant to the following conditions:

1. The premises shall not be re-leased or rented without Tribal Council permission in the form of a resolution;
2. Boundaries of the leased premises shall not exceed the original Hondah Homesite lot;
3. Any new addition or construction on the premises must be approved by the Tribe and shall conform to applicable specifications;
4. The Tribal Council must approve the removal of any trees on the property.
5. Lessee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation and safety acceptable to the Tribe.
6. Said premises shall be used for residential purposes only and no purpose that would injure reputation or be in violation of law;
7. No horses or other livestock shall be permitted to be on the premises without the consent of the Tribal Council.
8. Lessee shall, at Lessee's sole cost and expense, keep and maintain all buildings, structures and other improvements on said premises in good order and repair and the whole thereof in a clean, sanitary, neat and attractive condition;
9. The Lessee shall not encumber, assign, or transfer ownership of the premises without the written consent of the Tribe in the form of a Tribal Council resolution;
10. No commercial business is allowed to take place on the premises, such as auto repair, nurseries, junk yards, or any other wholesale or retail business that

would detract from a residential appearance;

11. The legal Department must review any buy/sell agreement between the purchaser and seller prior to execution of those documents by the buyer and seller.

BE IT FURTHER RESOLVED by the Tribal Council that the lease authorization granted herein shall become null and void if financing is not obtained, and the sale transaction is not completed within 180 days of the date of this resolution, unless an extension of time is approved by the Tribal Council.

BE IT FURTHER RESOLVED by the Tribal Council that if prior to the end of the 180 day period, Mr. Laluk determines the sales transaction will not occur, he may advise the Realty Department and the lease authorization would be lifted to enable another qualified tribal member the opportunity to purchase and lease the premises.

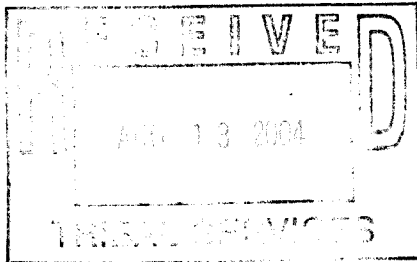
BE IT FURTHER RESOLVED by the Tribal Council that violation of any of the foregoing conditions shall make this authorization for a lease null and void.

BE IT FURTHER RESOLVED by the Tribal Council that it hereby approves and grants authority to Owen Laluk to encumber the premises for the purpose of securing a loan through the Tribal Revolving Credit Program.

BE IT FURTHER RESOLVED by the Tribal Council that authorization for the homesite lease requested is for the specific lot and house that the tribal member has negotiated to purchase and no other.

BE IT FURTHER RESOLVED by the Tribal Council that it hereby authorizes the Tribal Chairman, and in his absence, the Vice Chairman or other duly authorized representative, to execute any documents necessary to carry out the purpose of this resolution.

The foregoing resolution was on August 6, 2004 adopted by a vote of EIGHT for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1(a), (b), (e), (f), (h), (i), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



ACTING

Frank J. [Signature]
Chairman of the Tribal Council

ACTING

Mitchell Antonio
Secretary of the Tribal Council

OWNER-BUYER SALE AGREEMENT

This agreement pertains to a home located on the Fort Apache Indian Reservation owned by a member of the White Mountain Apache Tribe.

This sale agreement is being made between Tommy Charles Amos owner and Owen Laluk buyer; both are enrolled members of the White Mountain Apache Tribe. The house is situated within the Hon-dah Homesites community lot A-88 Arrow Street. Tommy Charles Amos agrees to sell to Owen Laluk the house on Lot A-88 (see description below) for the appraisal price of \$25,000 (i.e. twenty-five thousand dollars) pending financing.

Description of A-88 Arrow Street and contents in sale agreement:

Two story house with (3) bedrooms and (2) baths. Contents include: cooking stove, refrigerator, hot water heater, propane wall heater, wood stove insert, satellite dish.

This signed written agreement will be used by Owen Laluk to go before the White Mountain Apache Tribal Council to obtain permission by Tribal Council Resolution to purchase the property on Lot A-88 Arrow Street, Hon-Dah Homesites. The agreement will also be submitted to Revolving Credit Department as part of the application documentation for a home loan. The application will be submitted to purchase the house on Lot A-88 Arrow Street and the contents included in this agreement. If at such time a bill of sale for \$25,000.00 is negotiated between seller-owner, Tommy Charles Amos and Owen Laluk, this sale agreement will be superseded by that bill of sale.

The parties agree that the amount of \$2,000.00 will be paid to the owner, Tommy Charles Amos on March 11, 2004 to represent down payment on purchase of the home.

The parties further agree that Tommy Charles Amos will conduct sheetrock repairs, window repairs, and yard clean-up of the premises prior to May 1st, 2004.

In the even that the prospective buyer is unable to obtain a mortgage loan by April 30, 2004, the parties agree to the following terms:

1. The amount of \$5000 will have been paid on April 16, 2004.
2. The amount of \$18,000 will be paid 6 months after May 1, 2004 on November 1, 2004.
3. The \$2,000.000 down payment will be applied toward the purchase amount

I Tom Amos recieved \$5,000 from Owen Laluk towards the agreed amount on April 16, 2004

Tom Amos
Owen Bluk
Glalul (witness)

5/19/2004

IN LIEU OF FIXING WINDOWS +
Repair + Cleanup not completed I TOM AMOS
AGREE TO REDUCE FINAL PAYMENT OF \$18,000⁰⁰/₁₀₀
ON 1205 ARROW ST. By 800⁰⁰/₁₀₀. FINAL Payment to
be \$17,200⁰⁰/₁₀₀.

Tommy @ Amos

5/19/04

Witnessed Glalul 5/19/04
Owen Bluk 5.19.04

This agreement is signed on this 11th day of March 2004.

Tommy C Amos
Homeowner

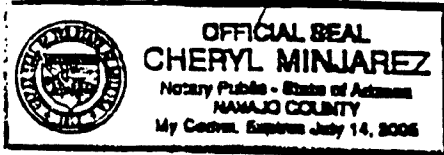
[Signature]
Prospective Buyer

STATE OF ARIZONA)
) ss.
County of Navajo)

The foregoing instrument was signed before me this 11th day of March, 2004, by Tommy Charles Amos (owner), and Owen Lulak (buyer).

[Signature]
Notary Public

My commission expires: July 14, 2005



TOPS FORM 45800

RECEIPT		DATE <u>Mar. 11</u> ¹⁹ <u>2004</u>	9706
RECEIVED FROM <u>Owen J. Lulak</u>			
ADDRESS <u>140 S. Washington, Prescott Ar 86303</u>			
		DOLLARS \$ <u>2,000.⁰⁰</u>	
FOR <u>Down Payment for A88 - Arrow Street - Honda Homesites</u>		PAID to <u>Tommy Charles Amos</u>	
ACCOUNT	HOW PAID		
AMT. OF ACCOUNT		CASH	<u>2,000</u>
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	
		BY <u>[Signature]</u> (witness)	