



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

A Resolution entitled "Approval of Attorney Contract With Steven A. Kelly."

WHEREAS, this Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

WHEREAS, the Three Affiliated Tribes Constitution and Bylaws authorizes and empowers the Mandan, Hidatsa and Arikara Tribal Business Council to engage in activity on behalf of and in the best interest and welfare of the Tribes and the enrolled members thereof; and

WHEREAS, the Tribal Business Council is authorized to retain legal counsel on behalf of the Tribe; and

WHEREAS, the Tribal Business Council desires to employ Steven A. Kelly as the supervising attorney for the Tribe's legal department; and

WHEREAS, the contract between Steven A. Kelly and the Tribe is attached hereto and the Tribal Business Council approves of said contract.

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Business Council hereby approves the attorney contract submitted by Steven A. Kelly and hereby authorizes the Tribal Chairman to execute the same on behalf of the Tribe.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 11th day of September 2003, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.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 11th day of September, 2003.

Randy Phelan
Executive Secretary, Randy Phelan
Tribal Business Council

ATTEST:
Tex G. Hall
Chairman, Tex G. Hall
Tribal Business Council

**AGREEMENT FOR IN-HOUSE LEGAL SERVICES
TO THE THREE AFFILIATED TRIBES**

This agreement, dated September 15, 2003 is made by and between the Three Affiliated Tribes referred to as the "Tribe," and Steven A. Kelly referred to hereafter as the "Attorney."

A. SUBJECT OF AGREEMENT.

The Attorney will provide general legal services to the Tribe as an In-House Contract employee. Legal services provided shall include all those arising out of the management of the Tribe, Tribal programs, projects, established activities, pending and future projects, financing arrangements, property acquisitions, leases, assignments and other undertakings as directed by the Tribal Business Council, Tribal Chairman, Tribal CEO and Program Directors.

B. LEGAL SERVICES TO BE PROVIDED.

1. The services to be provided include all general legal services which the Tribe may hereafter require and authorize in connection with the management of Tribe's existing programs, projects and facilities, and in connection with its pending and contemplated future projects and programs, and in connection with all of its dealings with property, leases, assignments, and in connection with all other matters, actions, programs and activities in which it may become involved. Attorney shall serve as the supervising attorney for the Tribe's legal department.
2. The term "general legal services" shall include, but not necessarily be limited to, all the following:
 - a. Attendance at all conferences or meetings involving legal matters pertaining to the Tribe, whenever the Attorney is requested to attend any such conferences or meetings;
 - b. The rendering of written or oral legal opinions on any matters on which the Tribe may, at any time, request the Attorney to render such opinions;
 - c. The preparation of all contracts, leases, assignments and other legal documents which the Tribe may request the Attorney to prepare;
 - d. Representation of the Tribe on all matters involving any of the Tribe's programs or administrative bodies, agencies or boards, when requested by the Tribe to do so;

- e. Representation of the Tribe in all routine litigation that shall include contested actions in which it is now involved and in which it may become involved in the future;
 - f. Reviewing and advising on all contracts, assignments, leases and other legal documents which have not been prepared by the Attorney, but to which the Tribe may become a party or which might affect the Tribe whenever requested to do so.
 - g. Provide supervision and guidance to the Tribe's legal department.
 - h. Monitor and work with the outside Council retained by the Tribe.
3. The Attorney agrees to provide forty hours per week of services to the Tribe. Attorney also agrees to be personally available to the Tribe on an as needed basis. The Tribe agrees to furnish the Attorney an office, secretarial services, computer, phone, fax, and office supplies while he provides legal services.

C. COMPENSATION AND BENEFITS.

In return for Attorneys services, the Tribe agrees to compensate Attorney as follows:

1. The Tribe agrees to pay the Attorney \$80,000.00 per annum. Attorney shall be a salaried employee and will be afforded a flexible work schedule.
2. Full participation in the Tribe's health plan, 401K plan (including match) and sick leave plans afforded other tribal employees.
3. Attorney shall be entitled to 26 days vacation per year accrued at the rate of 8 hours per pay period for 26 pay periods.
4. Attorney (who can't shoot anyway) shall be provided one elk tag per year at no cost.
5. Tribe shall pay Attorneys bar dues and memberships and shall also pay all expenses related to Attorney's attendance of continuing legal education courses.

D. INFORMATION TO BE MADE AVAILABLE TO THE TRIBE AND DEPARTMENT.

The Attorney agrees to inform the Tribe at all times as to the status of each matter

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The Attorney agrees to inform the Tribe at all times as to the status of each matter the Attorney is working on and as to the acts which are being taken on behalf of the Tribe. The Attorney also agrees to make available to the Tribe all files and materials maintained by the Attorney and pertaining to the Attorney.

E. COMPLETE AGREEMENT.

This writing includes the entire agreement between the Tribe and the Attorney. This agreement may be modified only with another written agreement signed by the Tribe and the Attorney.

F. LENGTH OF AGREEMENT.

Upon execution of this contract by the Attorney and the Tribe this Contract shall become effective as of September 1, 2003 and shall terminate on August 31, 2004.

G. TERMINATION OF SERVICES.

This agreement and all legal services to be rendered hereunder may be terminated by the Tribe or the Attorney without cause upon 30 days written notice. If terminated by the Tribe, Tribe shall pay the attorney 30 days severance pay. If Attorney terminates this agreement or the Tribe terminates this agreement for cause, no severance pay or notice shall be due attorney.

J. RENEWAL OF CONTRACT

This Contract may be renewed for additional periods on such terms and conditions as may be agreed to by the Attorney and the Tribe.

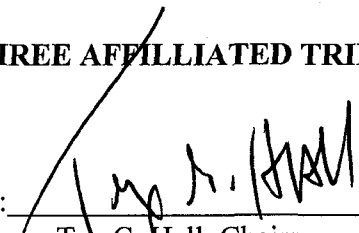
K. SIGNATURES.

Both the Tribe and the Attorney have read and agreed to this agreement. The Attorney has provided the Tribe with answers to any questions and has further explained this agreement to the complete satisfaction of the Tribe. The Tribe has also been given a copy of this agreement.

WITNESSED OR ATTESTED BY:

THREE AFFILIATED TRIBES:

By: _____


Tex G. Hall, Chairman

STEVEN A. KELLY:

By: _____


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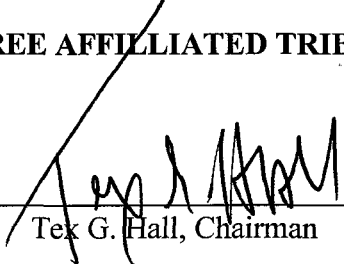
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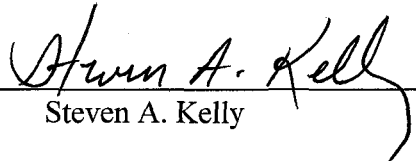
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By: _____


Tex G. Hall, Chairman

STEVEN A. KELLY:

By: _____


Steven A. Kelly