



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

A Resolution entitled, "Extension of Consultant Agreement for Lori Pemberton to Provide Loan Origination Services to Three Affiliated Tribes Housing Division "

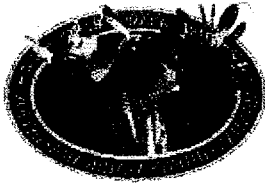
WHEREAS, this Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

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

WHEREAS, Article VI, Section 5(c) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to administer funds within the exclusive control of the Tribes and to make expenditures from available Tribal funds for public purposes of the Tribes; and

WHEREAS, the Tribal Housing Division's mission is to break the barriers that currently prevent home ownership amongst tribal members and to assist in meeting the housing demand; and

WHEREAS, Mortgage Loan Origination Services are needed in order to effectively meet the goals of the Dreamcatcher program. Consultant services required include: originating loan applications for sale to the secondary market to be purchased by Fannie Mae or Native American Bank. Loan products will include HUD Section 184, Rural Development Guarantee Program, as well as conventional loans. The primary focus will be for the Dreamcatcher Phase I, 34 units in the Northern Lights Subdivision, assisting the Housing Division with qualifying Dreamcatcher clients with alternative financing to assume the Dreamcatcher loans in their own names. Consultant shall also provide grant writing in assistance seeking funding from resources such as; Federal Home Loan Bank, Affordable Housing Subsidy grants, first time homebuyer funds, etc.



TF-04-11

THREE AFFILIATED TRIBES
CONSULTANT AGREEMENT

This Agreement is made this 15th day of October, 2004, by and between the Tribal Housing Division, 404 Frontage Road, New Town, ND 58763 and Lori Pemberton, Halliday, ND 58636

WITNESSETH:

1. BE IT KNOWN, that for the purposes of this Agreement, the Parties involved shall herein after be known as the "Tribal Housing Division" or as the "Party of the First Part" or "Three Affiliated Tribes," and as the "Consultant" or as the "Party of the Second Part"; and
2. FURTHER, that in consideration of the undertaking set forth and described herein, The Three Affiliated Tribes, as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purposes (s):

Nature of Services:

Services to include originating loan applications for sale to the secondary market to be purchased by Fannie Mae or Native American Bank. These loan products will include HUD Section 184, Rural Development Guarantee, as well as conventional loans. The primary focus of services will be for the Dreamcatcher Phase I-34 units in the Northern Lights Subdivision, assisting the Housing Division with qualifying Dreamcatcher tenants for outside financing to assume the Dreamcatcher units.

Grant writing services to be provided to the Three Affiliated Tribes Housing Division and North Segment.

3. FURTHER, that the Consultant shall be retained for the period beginning October 15, 2004 and ending April 15, 2005.
4. FURTHER, that the Consultant's billing for services will be at a monthly rate of One Thousand Four Hundred dollars (\$1,400.00). Compensation shows an increase from initial Consultant Agreement, the increase is in lieu of payment of mileage. The parties hereby understand and agree that the consultant compensation shall not exceed Sixteen Thousand Eight Hundred dollar (\$16,800.00) dollars. The parties intend and understand that the consultant compensation for the length of this consultant agreement and shall be paid out of the Tribal Housing Division budget

and or the general operating budget of the Three Affiliated Tribes. The Consultant shall forward to the Tribal Housing Division a billing statement for services describing in sufficient detail as to work performed, and Tribal Housing shall complete a purchase order and process payment of the same.

5. FURTHER, that the Consultant hereby agrees that during such time that he is retained by the Party of the First Part as a Consultant under this Agreement, he will not render services, give advice or counsel, release, give or disclose information, documents or any like instruments to any other person or entity which is engaged in or is likely to become engaged in activities which are or could possibly be competitive with the interests of the Three Affiliated Tribes;

Nor shall the Consultant, when retained by the Party of the First part, compete with the Three Affiliated Tribes on his own account or for his own benefit or engage in any activity which creates or is likely to create a conflict of interest between himself and the Three Affiliated Tribes;

Nor shall the Consultant make any other use of information provided, compiled or gathered pertaining to the Three Affiliated Tribes such as business methods, operations, costs, proposals, budgets, projections and/or any other information of a confidential or sensitive nature to which the Consultant was privy to for the period of time which he was retained under this Agreement;

And, that upon termination or completion of his service to the Party of the First Part, the Consultant agrees to return and/or submit all written and other materials, which are not matters of public record, furnished by the Three Affiliated Tribes or accumulated by him in performance of this Agreement;

And, that all reports and/or other documents compiled, developed and/or written by the Consultant – i.e. proposals, analyses, writings, sound recordings, pictorial reproductions or other materials connected with the performance of services under this Agreement are now and shall remain the sole property of the Three Affiliated Tribes and that all rights to such materials are also the sole property of the Three Affiliated Tribes; and,

6. FURTHER, that each Party shall have the right to seek legal redress for any alleged breach of this Agreement by the other Party by instituting the appropriate cause of action in a court of competent jurisdiction;
7. AND FINALLY, that this Agreement constitutes the entire understanding between the Party of the First Part and the Party of the Second Part, and that no amendment or modification hereof shall be effective unless reduced to writing and executed by both Parties with the appropriate approvals.

IN WITNESS HEREOF, the Parties hereto identified have executed the Agreement as of the date first written, and do hereby certify that the signatures signifying Approval and Acceptance are true authorized representatives of the respective Parties involve in this Agreement.

APPROVAL:

/s/ _____
Tribal Housing Executive Director

Date: _____

/s/ _____
Tribal Chairman

Date: _____

/s/ _____
Tribal Treasurer

Date: _____

ACCEPTANCE:

/s/ _____
Consultant,

Social Security # _____
-or-

Address

Federal ID #: _____

City, State

zip code

Telephone Number



WHEREAS, The Tribal Housing Division and Ms. Pemberton have negotiated a price increase for the consultant contract that reflects the lack of payment of mileage.

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby authorizes the Tribal Housing Division to enter into a Consultant Agreement with Lori Pemberton, for mortgage origination and grant writing services to be provided to the Three Affiliated Tribe's Housing Division and North Segment for a six month time period. Compensation will be provided by a \$ 7000 grant received from Fannie Mae and \$ 9,800 out of the Tribal Housing Division's budget for a total contract amount of \$ 16,800. During the duration of the consultant agreement terms and conditions of the consultant agreement shall be consistent with the Consultant Agreement presented to the Tribal Business Council on this day.

CERTIFICATION

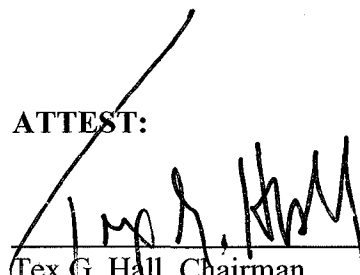
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 10 day of Nov., 2004, 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 10 day of November, 2004.



Nathan Hale, Executive Secretary,
Tribal Business Council

ATTEST:


Tex G. Hall, Chairman
Tribal Business Council