



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

***A Resolution entitled, "Engagement of Donsia Strong Hill – Tyson Strong Hill Connor LLP as Borrower’s Counsel for the Three Affiliated Tribes”***

**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,** The Tribal Business Council desires to refinance the current tribal obligations, new working capital needs and new construction needs into a single financial instrument; and

**WHEREAS,** The Tribal Business Council has reviewed the Proposal and now finds it desirable to enter into a legal services agreement with Donsia Strong Hill - Tyson Strong Hill Connor LLP to represent the Tribes with regard to its proposed refinancing efforts.

**NOW THEREFORE BE IT RESOLVED,** that the Tribal Business Council of the Three Affiliated Tribes hereby approves the legal services proposal with Donsia Strong Hill – Tyson Strong Hill Connor LLP to serve as borrower’s counsel for the Tribes’ proposed refinancing; and

**BE IF FURTHER RESOLVED,** the Tribal Business Council authorizes and directs CFO Whitney Bell and the Legal Department to finalize a Legal Services Contract for Donsia Strong Hill – Tyson Strong Hill Connor LLP to serve Borrower’s Counsel; and



# TYSON STRONG HILL CONNOR, LLP

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January 12, 2011

Three Affiliated Tribes of Ft. Berthold  
404 Frontage Road  
New Town, ND 58763

Dear Chairman Hall and Council:

Tyson Strong Hill Connor, LLP is pleased to continue to represent Three Affiliated Tribes of Ft. Berthold ("TAT"). The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as your counsel in connection with analyzing any financing and refinancing as may arise from time to time and as requested by you through December, 2011.

## Client; Scope of Representation

We expect our work with respect to this engagement to consist of (a) preparation of basic borrower related and security documents together with customary certificates, (b) providing customary legal opinion(s), (c) reviewing documents provided by the lender or its counsel, (d) office conferences, telephone conversations, reading and writing correspondence, analyzing financial records and reports, contacting federal officials, and (e) generally responding to questions presented by the treasurer and finance staff.

You are engaging us to provide legal services in connection with a specific matter or matters as they arise. After a particular matter is completed, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. We have no obligation to update you on these changes unless you actually engage us after the completion of our representation.

## Staffing

My associate, David Hayes and I will be the attorneys responsible for representing you as a client of TSHC. I expect to handle day-to-day matters with respect to this engagement. David and I will endeavor to provide the highest quality legal services to you in an efficient, economical manner. However, we

reserve the right to engage additional legal expertise if, in our sole judgment, such expertise is warranted and in the client's best interest. If you have any questions or comments about our services, staffing, billings or other aspects of our representation, please contact me.

#### Diversity of Practice; Consent to Unrelated Engagements

We represent many other companies and individuals. It is possible that during the time we are representing you, some of our present or future clients will have disputes or transactions with you and/or your affiliates. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you or is not directly adverse to you. We ask for similar agreements from other clients to preserve our ability to represent the Bank when we are engaged by others. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of you.

#### Fees, Disbursements and Billing

In consideration for TSHC's willingness to forego advance payment and to ensure TSHC's continued availability, TAT will provide a one-time retainer fee of \_\_\_\_\_. TAT further agrees to pay TSHC hourly fees at our hourly rates. Our currently hourly rates are \$355 per hour for Donsia Strong Hill and \$150 per hour for David Hayes.

In addition, you may be billed for certain other charges and expenses associated with the legal services we provide such as, for example, filing fees and other such items as well as travel to North Dakota or Minnesota to undertake due diligence review of documents or among other things, the sites and projects being financed. Occasionally, we request providers to submit certain charges directly to the client. These costs and disbursements will be billed in addition to fees, as described above. Our billings for services rendered as your counsel and for any deferred fees incurred shall be rendered at closing or upon the abandonment of the transaction.

STATEMENTS FOR SERVICES, COSTS AND DISBURSEMENTS ARE DUE AND PAYABLE AT AND IN CONJUNCTION WITH EACH SPECIFIC FINANCING OR REFINANCING CLOSING. Failure to make payments as agreed may provide grounds for TSHC to withdraw from further representation of TAT.

#### Term of Engagement

Either you or we may terminate the engagement on any matter at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement on any matter, we will take reasonably practicable steps to protect your interests in such matter. If you terminate our services, you will promptly pay us for all fees, charges and expenses incurred prior to the date of our receipt of the termination and for any work required to effect a transition to new counsel, all billed at our applicable hourly billing rates. We reserve the right to withdraw from representing you if, among other things, you fail to honor the terms of this engagement letter, including nonpayment of our bills, you fail to cooperate or follow our advice on a material matter, or we become aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical. Unless previously terminated, our representation on any matter will terminate upon our sending you our final bill for services rendered.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

This letter agreement contains the entire agreement between Tyson Strong Hill Connor, LLP and you regarding our representation of the fees, charges and expenses to be paid. If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed copy of this letter dated and signed, retaining the original for your files.

Very truly yours,  
Tyson Strong Hill Connor, LLP

Donsia Strong Hill

The arrangements stated above are accepted.

THREE AFFILIATED TRIBES OF THE FORT BERTHOLD  
RESERVATION, NORTH DAKOTA

By: \_\_\_\_\_

Tex Hall  
Its: Chairman



**BE IT FURTHER RESOLVED**, The Tribal Business Council directs the Tribal Chairman and the Tribal Treasurer to execute Legal Services Contract and any other necessary documents to carry out the intent of this Resolution; and

**BE IT FINALLY RESOLVED**, This resolution and actions contained herein shall supersede and rescind any prior resolutions and engagement agreements between Donsia Strong Hill – Tyson Strong Hill Connor LLP and the Three Affiliated Tribes


**CERTIFICATION**

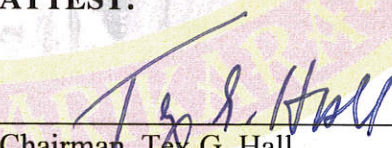
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 14<sup>th</sup> day of April, 2011, 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 14<sup>th</sup> day of April, 2011.

**ATTEST:**

  
\_\_\_\_\_  
Executive Secretary, V. Judy Brugh.  
Tribal Business Council

  
\_\_\_\_\_  
Chairman, Tex G. Hall  
Tribal Business Council

