



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

A Resolution entitled, "Special Legal Services Contract for the Clean Fuels Refinery Project"

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 of the Three Affiliated Tribe generally 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, 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 Three Affiliated Tribes ("Tribes") has determined that it is in the best economic interest to continue the pursuit of the Clean Fuels Refinery Project (the "Project") on behalf of the Mandan, Hidatsa & Arikara Nation (the "Nation"); and

WHEREAS, The Business Council has determined that it is in the best interest of the Nation that the Project have its own separate budget for legal services; and

WHEREAS, The Business Council has determined that it is in the best interest of the Nation that the Project hire as its legal counsel the law firm of Fredericks Peebles & Morgan, LLP; and

WHEREAS, The Business Council hereby wishes to engage the law firm of Fredericks Peebles & Morgan pursuant to the Special Legal Services Contract attached hereto and incorporated by reference to provide the legal services as stated in the Special Legal Services Contract on behalf of the Project.

NOW THEREFORE BE IT RESOLVED, that the Business Council hereby authorizes and approves the Three Affiliated Tribes to hire Fredericks Peebles and Morgan, LLP as legal counsel for the MHA Nation Clean Fuels Refinery Project; and

BE IT FURTHER RESOLVED, that the Business Council hereby approves the Special Legal Services Contract attached hereto and incorporated by reference; and

BE IT FINALLY RESOLVED, that the Chairman is hereby authorized to take such further actions as are necessary to carry out the terms and intent of this resolution.





MANDAN, HIDATSA, & ARIKARA NATION

Three Affiliated Tribes • Fort Berthold Indian Reservation
404 Frontage Road • New Town, North Dakota 58763-9402

OFFICE OF THE CHAIRMAN
TEX "RED TIPPED ARROW" HALL
(701) 627-8122
FAX (701) 627-3503

Attorney Scope of Work and Budget for MHA Nation Clean Fuels Refinery October 12, 2011

This attorney budget reflects the scope of work necessary to reach full development of the MHA Clean Fuels Refinery. The budget was developed on the assumption that there is no litigation or administrative appeals other than what exists to date. Our firm provides general legal counsel services to the Tribal entity working on the Refinery project and has performed a substantial amount of work on the Refinery project to date.

Scope of Work:

1. Set up management entity to plan, construct, and develop refinery
2. Negotiate and draft agreements of participation in company and financial agreements
 - a. Allocate revenue in relation to financial agreements
 - b. Negotiate with investor regarding engineer selection and design
 - c. Develop Requests for Proposals as needed
4. Negotiate and draft consulting agreements for the Tribal entity
5. Negotiate and draft management agreement and/or operating agreement
6. Identify and resolve remaining environmental issues
 - a. NPDES permit appeal (Respond to petitions)
 - b. Construction storm water permit
 - c. Clean Water Act § 404 permit for wetlands
7. Continuing work on issues that arise during construction and development
8. Obtaining permits for normal operation of the plant
9. Respond to future issues that arise with the U.S. EPA, the Department of Interior Bureau of Indian Affairs, and other government agencies
10. Provide general legal services to the tribal entity charged with the development and operation of the Clean Fuels Refinery

Budget:

The total estimated budget for this scope of work is \$175,000, including expenses, for the period from July 1, 2011 to June 30, 2012 and \$175,000, including expenses, for the period from July 1, 2012 to June 30, 2013.

**AGREEMENT FOR SPECIAL LEGAL SERVICES
MHA NATION CLEAN FUELS REFINERY**

This Agreement, effective July 1, 2011, is made by and between Mandan, Hidatsa, & Arikara Nation (the "Nation" or "MHA Nation") located at 404 Frontage Road, New Town, ND 58763 and FREDERICKS PEBBLES & MORGAN, LLP, located 1900 Plaza Drive, Louisville, CO 80027 ("Attorney").

A. SUBJECT OF AGREEMENT.

The Attorney will provide special legal services to the MHA Nation in connection with the MHA Nation Clean Fuels Refinery Project (the "Project"). This Agreement is for two years beginning on the date first written above. The total estimated budget for the legal services to be provided is \$175,000, including expenses, for the period from July 1, 2011 to June 30, 2012 and \$175,000, including expenses, for the period from July 1, 2012 to June 30, 2013.

B. LEGAL SERVICES TO BE PROVIDED.

1. The legal services to be provided include the following: a) set up management entity to plan, construct and develop the Project; b) Negotiate and draft agreements of participation in the company and all related financial agreements: i) allocate revenue in relation to financial agreements; ii) negotiate with investor(s) regarding engineer selection and facility design; and iii) develop requests for proposals as needed; c) Negotiate and draft consulting agreements for the facility; d) negotiate and draft management agreement and/or operating agreement; e) identify and resolve remaining environmental issues including but not limited to: i) NPDES permit appeal (respond to petitions); ii) construction storm water permits; and iii) Clean Water Act §



404 permit for wetland; f) continue working on issues that arise during construction and development; g) obtaining permits for normal operation of the refinery and ancillary operations; h) respond to future issues that arise with the U.S. EPA, the Department of Interior – Bureau of Indian Affairs, and other governmental agencies; i) provide general legal services to the entity charged with the development and operation of the Project.

2. The term “general legal services” shall include, but not necessarily be limited to, all of the following:

a. Attendance at all conferences or meetings involving legal matters pertaining to the Project, whenever the Attorney is requested by the Project to attend any such conferences or meetings;

b. The rendering of written or oral legal opinions on any matters on which the Project may, at any time, request the Attorney to render such opinions;

c. The preparation of all contracts, leases, policies, assignments, and other legal documents that the Project may, at any time, request the Attorney to prepare;

d. Representation of the Project on all matters involving any other administrative body, agency or board, when requested by the Project to do so;

e. Representation of the Project, when requested by the Project to do so, in all routine litigation in which it may become involved in the future;

f. The handling of all property acquisitions, including leases and assignments, and business transactions which the Project may direct the Attorney to handle; and

g. Reviewing and advising on all contracts, assignments, leases, and other legal documents that have not been prepared by the Attorney, but to which the



Project may become a party or which might affect the Project, whenever requested by the Project to do so.

C. COMPENSATION AND REIMBURSEMENT.

1. The Nation agrees to pay the Attorney for special legal services performed for the Project hereunder, at the following rates:

- a. \$250.00 per hour for partners;
- b. \$200.00 per hour for senior associates;
- c. \$150.00 per hour for junior associates;
- d. \$80.00 per hour for law clerks or paralegals.

The rate multiplied by the time spent on the Project's behalf, measured in tenths of an hour, will be evaluated by the billing attorney as the basis for determining the fee. Balances over 60 days are subject to a service charge of 1.5% each month. Attorney retains the right to discontinue work for non-payment of billed charges.

2. The Nation agrees to reimburse the Attorney for necessary and reasonable expenses incurred in handling the legal affairs of the Project. Attorney shall make best efforts, consistent with their professional responsibilities and the legal needs of the Project, to minimize travel time and expenses. Reimbursable expenses shall include travel expenses, automobile mileage reimbursed at the current standard government rate, long distance telephone calls and facsimile, printing of documents, photocopies and such like expenses, but shall not include office expenses such as rent, light, heat, stenographic or clerical services, or expert witness fees. Attorney may adjust fees for expenses on occasion to reflect increases in costs.



3. The Attorney agrees that the Attorney will not employ or otherwise incur an obligation to pay other counsel, specialists, or experts for services in connection with services described herein without prior approval of the Nation.

4. The Attorney agrees to bill the Nation monthly at the rates set forth above for all services rendered and reimbursable items procured hereunder. The Attorney agrees that the bill shall identify in reasonable detail the legal services performed, the number of hours spent (to the tenth of an hour) on each matter, the rate at which the Attorney's time was billed, and each reimbursable item.

D. INFORMATION TO BE MADE AVAILABLE TO THE NATION.

The Attorney agrees to inform the Nation 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 Project. The Attorney also agrees to make available to the Nation all files and materials maintained by the Attorney and pertaining to the Project.

E. PROFESSIONAL STATUS AND CONFLICTS OF INTEREST.

The Attorney certifies that all partners and associates of the Attorney are fully licensed to practice law in a state of the United States and no disciplinary proceedings which are pending and/or unresolved have been instituted against the Attorney or any partner or associates of the Attorney by any bar association or other authority of any jurisdiction of the United States or its territories, and no partner or associate of the Attorney has been disbarred or suspended from the practice of law in any state.



F. COMPLETE AGREEMENT.

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

G. LENGTH OF AGREEMENT.

The TPEI and the Attorney agree that this Agreement will run from July 1, 2011 to June 30, 2013 unless terminated by either party subject to Section H below.

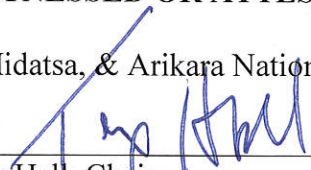
H. TERMINATION OF SERVICES.

1. This Agreement may be terminated by the Nation at any time by giving written notice to Attorney. This Agreement may be terminated by Attorney at any time by giving thirty (30) days written notice to the Nation. If this Contract is so terminated, Attorney shall receive all fees and costs previously billed to the Nation up to the date of termination.

2. In the event that this Agreement is terminated, the Attorney agrees that all finished and unfinished documents, including, but not limited to, pleadings, exhibits, project data, reports and evidence shall, at the option of the Nation, become its property and shall be delivered to it or to any party it may designate.

WITNESSED OR ATTESTED BY:

Mandan, Hidatsa, & Arikara Nation

By: 
Tex Hall, Chairman
Mandan, Hidatsa, & Arikara Nation

FREDERICKS PEEBLES & MORGAN, LLP

By: _____
Senior Partner





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 TBC Meeting thereof duly called, noticed, convened and held on the 20th day of October, 2011, 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 20th day of October, 2011.

ATTEST:

Tribal Secretary V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes

Tribal Chairman, Tex Hall
Tribal Business Council
Three Affiliated Tribes

