



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

A Resolution entitled, "Approval of the Legal Services Contract Between Hobbs, Straus, Dean & Walker, LLP, and 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 15th, 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 Three Affiliated Tribes wishes to contract the services of Hobbs, Straus, Dean & Walker, LLP, to provide professional legal services.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby approves the special counsel contract and engagement letter (attached) with Hobbs, Straus, Dean & Walker, LLP; and

NOW BE IT FURTHER RESOLVED, the total compensation and expenses for the Special Counsel Contract with Hobbs, Straus, Dean & Walker, LLP shall not exceed \$100,000.00 for the term of the contract without Tribal Business Council approval; and

NOW BE IT FINALLY RESOLVED, the Tribal Chairman and Treasurer are hereby authorized to execute the Legal Services Contract Hobbs, Straus, Dean & Walker, LLP.

(SIGNATURE PAGE TO FOLLOW)



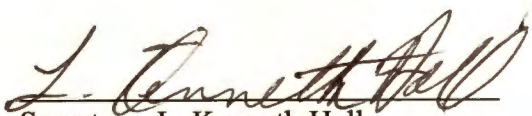
CERTIFICATION


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, 6 were present at a Special Meeting thereof duly called, noticed, convened and held on the 30th day of August, 2016, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman Voting. Not Voting.

Dated this 30th day of August, 2016.

ATTEST:


Secretary, L. Kenneth Hall
Tribal Business Council


Chairman, Mark N. Fox
Tribal Business Council

LEGAL SERVICES CONTRACT

THIS LEGAL SERVICES CONTRACT is entered into as of the 1st day of September, 2016, by and between HOBBS, STRAUS, DEAN & WALKER, LLP (hereinafter the "Firm") whose principal address is 2120 L Street, N.W., Suite 700, Washington, DC 20037, and the Three Affiliated Tribes of the Fort Berthold Reservation, a/k/a the Mandan, Hidatsa and Arikara Nation (hereinafter "MHA Nation" or "Nation").

Engagement of Attorney. The Nation, acting through its Tribal Business Council, hereby retains the Firm to provide legal services with regard to the matters herein mentioned.

Scope of Work. It shall be the duty of the Firm to provide a legal analysis of the ownership of Missouri riverbed minerals relating to the Fort Berthold Mineral Restoration Act and the Garrison Dam project, including the mineral rights under Lake Sakakawea and the Missouri River. If so directed, the Firm shall also provide a legal analysis of the "Six Mile" boundary issue, as well as address such other matters as the MHA Nation may request.

Supervision and Direction of Firm. The Firm, in the performance of the duties required under this Contract, shall be subject to the supervision and direction of the Tribal Business Council and/or the Tribal Supervising Attorney.

Term. This contract shall be in place from September 1, 2016 through September 30, 2017. This contract may be terminated by either party without cause by giving 30 days' written notice to the other party, and if the contract shall be so terminated, the Firm shall receive such compensation as is due for work performed prior to the date of termination.

Compensation. The Firm will bill the Tribe at a rate of \$300.00 an hour for attorney time, including reasonable and necessary travel time. Work by our legislative specialists will be billed at \$250.00 per hour; work by law clerks and paralegals will be billed at \$175.00 per hour.

Reimbursement for Expenses. In addition, the Firm shall be compensated for all necessary and reasonable expenses including travel expenses, long distance telephone calls and telegraph, telecopier, overnight courier services, computerized legal research, postage, printing and/or reproduction of documents, but not including office expenses such as rent, water, lights, heat, or administrative services. No extraordinary expenses, such as air travel, shall be incurred without the MHA Nation's approval except in emergency circumstances.

Submission of Itemized Statements and Payment. Payment of compensation and reimbursement of expenses shall be made only upon the submission of proper statements or vouchers. Services rendered and expenses incurred shall be itemized and verified by the Firm on a monthly basis and shall be approved by the Nation promptly upon receipt and paid within thirty (30) days of receipt.

Amendment. The terms and conditions of this Agreement may be amended at any time by written agreement of the parties hereto.

