

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

RES. 76-2

WHEREAS, This Corporation is an Indian Chartered Corporation as defined by the Indian Reorganization Act of June 18, 1934, and authority is granted under this Act; and,

WHEREAS, The Constitution and Corporate Charter of the Three Affiliated Tribes authorizes the Tribal Business Council of the Three Affiliated Tribes to engage in business enterprises and hire legal counsel; and,

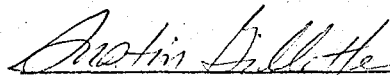
WHEREAS, The Three Affiliated Tribes desire to continue the representation by Ronald A. Reichert as general legal counsel in connection with the ordinary business of the Three Affiliated Tribes; and,

NOW, THEREFORE, BE IT RESOLVED By the Tribal Business Council of the Three Affiliated Tribes that it does hereby sanction and approve the Employment Contract of Ronald A. Reichert, Attorney at Law, 235 Sims Street, Dickinson, North Dakota, 58601, for legal counsel.

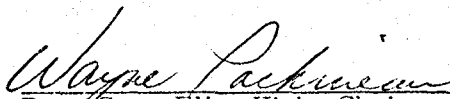
CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 10 members of whom 7 constituting a quorum were present at a special meeting thereof, duly called, noticed, convened and held on the 15th day of January, 1976; that the foregoing Resolution was adopted at such meeting by the affirmative vote of 4 members, 2 members opposed, 0 abstentions, X passed, and the said Resolution has not been rescinded or amended in any way. Chairperson Not voting.

Dated this 15th day of January, 1976.


Austin Gillette, Secretary, Tribal Business
Council of the Three Affiliated Tribes.

ATTEST:


Rose Crow Flies High, Chairperson,
Tribal Business Council of the Three
Affiliated Tribes.

EMPLOYMENT CONTRACT

THIS AGREEMENT, made and entered into this 15th day of January, 1976, by and between the Governing Body of the Three Affiliated Tribes of the Fort Berthold Reservation, situated at New Town, North Dakota, hereinafter called the First Party, and Ronald A. Reichert, Attorney at Law, 235 Sims Street, Dickinson, North Dakota, hereinafter called the Second Party, is as follows:

WHEREAS, the Second Party has represented the Governing Body of the Three Affiliated Tribes; and,

WHEREAS, the contract now existing between the parties expires on December 1, 1975; and,

WHEREAS, the Tribal Business Council has approved the continuing employment of Ronald A. Reichert, under the existing contract by motion of the Tribal Business Council on December 16, 1975.

NOW, THEREFORE, in consideration of the following mutual covenants herein contained, IT IS HEREBY AGREED AS FOLLOWS:

1. The First Party will employ the Second Party as general legal counsel in connection with the ordinary business of the First Party, its Boards, Corporations, and Sub-divisions; except the claims before the Indian Claims Commission.

2. This contract shall commence retroactively at 12:00 p. m. on December 1, 1975, and shall continue until 12:00 p. m., on December 1, 1976, and may be continued thereafter by mutual consent of the parties and the consent and approval of the Secretary of the Interior or his agents.

3. The Second Party shall receive for his services a fee based upon an hourly rate of Thirty-five Dollars (\$35) per hour, with the exception of time spent in travel, which shall be at the rate of Fifteen Dollars (\$15) per hour. Mileage shall be at the rate of fifteen cents (15¢) per mile for personal miles traveled in connection with the business of the First Party. All out-of-pocket expenses incurred by the Second Party while representing the First Party shall be reimbursable from the First Party. Second Party shall keep an accurate accounting of the number of

hours involve and shall submit such accounting to the First Party at the end of each month during the duration of this contract.

4. That the First Party shall attend the monthly, regular meetings of the Tribal Business Council of the Three Affiliated Tribes which will be held on the second Thursday of each and every month and shall for that day only, or one other day should the meeting be postponed, receive for his services a maximum of \$150 per day excluding mileage and expenses.

5. Notwithstanding the provisions of paragraphs 3 and 4 of this section, Second Party shall receive for his services a maximum of Two Hundred Fifty Dollars (\$250) per day, exclusive of mileage and expenses.

6. It is agreed that the First Party shall be fully responsible for all actual expenses incurred in the handling of any lawsuits, or in any litigation, and such expenses shall be paid in addition to the attorney's fees to be computed as above set forth.

Dated at New Town , North Dakota, this 15th day of January, 1976.

GOVERNING BODY OF THE THREE AFFILIATED
TRIBES OF THE FORT BERTHOLD RESERVATION.

FIRST PARTY:

By Wayne Pachineau
Rose Crow Flies High - Chairperson

FREED, DYNES, MALLOY & REICHERT, P.C.
Drawer K, Dickinson, ND, 58601

SECOND PARTY:

By Ronald A. Reichert
Ronald A. Reichert

APPROVED BY THE SECRETARY
OF THE INTERIOR:

By _____
Harley D. Zephier

Contract Number _____