

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

- WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
- WHEREAS, The Constitution of the Three Affiliated Tribes 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 VI, Section 3(a) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to present and prosecute any claims of the Three Affiliated Tribes, and to assist members of the Tribes in presenting their claims before any court or agency of government, and to employ attorneys of record for such services, and to determine their fees; and
- WHEREAS, The Three Affiliated Tribes (hereinafter referred to as the "Tribe") currently has an agreement with the law firm of Hobbs, Straus, Dean & Wilder (hereinafter referred to as the "Attorneys") for said firm to act as general legal counsel to the Tribe; and
- WHEREAS, The Tribe desires to employ the Attorneys on a contingent fee basis to represent the Tribe in various oil overcharge refund cases; and
- WHEREAS, The Attorneys are willing to do such work on a contingent basis together with the firms of Bassman & Mitchell and J. Peter Segall for a contingent fee of ten percent (10%) of any amount recovered by the Tribe;
- NOW, THEREFORE, BE IT RESOLVED, That the attached Special Counsel Contract is hereby approved.

BE IT FURTHER RESOLVED, That the Chairman and the Secretary of the Tribal Business Council are hereby authorized and directed to execute said Contract on behalf of the Tribe and to approve any technical amendments to said Contract which may be required by the Bureau of Indian Affairs.

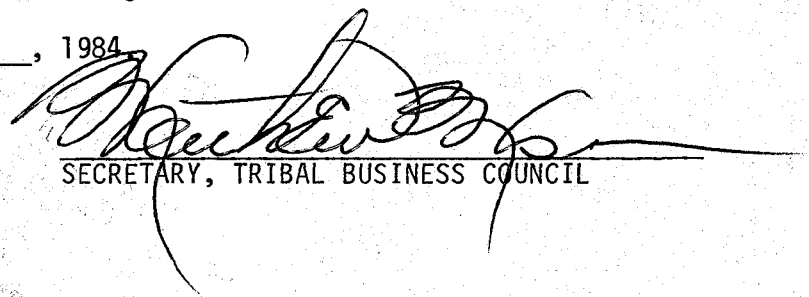
C E R T I F I C A T I O N

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 11 members, of whom 7 constitutes a quorum, 11 were present at a Special Meeting, thereof duly called, noticed, convened, and held on the

22 day of MARCH, 1984; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 11 members, — members opposed, — members abstained, — members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman (Voting) (~~Not Voting~~)

Dated this 22 day of MARCH, 1984


SECRETARY, TRIBAL BUSINESS COUNCIL

ATTEST:


CHAIRMAN, TRIBAL BUSINESS COUNCIL

SPECIAL COUNSEL CONTRACT

April 1, 1984

THIS CONTRACT, effective as of the first day of April, 1984, is made and entered into by and between the THREE AFFILIATED TRIBES OF THE FORT BERTHOLD RESERVATION, NORTH DAKOTA, as represented by the Tribal Business Council ("the Tribe"), and the law firm of HOBBS, STRAUS, DEAN & WILDER, 1735 New York Avenue, N.W., Washington, D.C. ("the Attorneys"). This Contract is subject to the approval of the Secretary of the Interior or his authorized representative ("the Secretary").

W I T N E S S E T H:

1. It shall be the duty of the Attorneys to represent the Tribe in oil-overcharge refund cases originating in the courts and/or the U.S. Energy Department's Office of Hearings and Appeals (OHA). At the present time, this would include two so-called "Subpart V" OHA proceedings, involving the Standard Oil Company of Indiana (the "Amoco" case), Case Number HQF-00200. It would also include In Re: The Department of Energy Stripper Well Exemption Litigation (D. Ka.) No. MDL-378, and U.S. v. Exxon, (D. D.C., 1983), now before the U.S. Temporary Emergency Court of Appeals. It is understood and anticipated that other heretofore unidentified overcharge cases will in all likelihood arise, which also shall be subject to the terms of this Contract, if, in the judgment of the Attorneys, the Tribe probably has a valid and substantial claim.

2. Any partners, affiliated attorneys, of counsel, or associates of the Attorneys' firm may work under this Contract. It is understood that some of the work under this Contract may be performed by the law firms of Bassman & Mitchell, Washington, D.C., and J. Peter Segall, Washington, D.C., and that work done by these firms shall be considered work of the Attorneys under this Contract.

3. As compensation for their services, the Attorneys shall be entitled to a fee of ten percent (10%) of the value of the Tribe's recovery in any of the proceedings specified in Section 1 hereof, except that in the OHA Amoco proceeding, the fee shall not be larger than \$100 per hour for each hour worked, it being understood that one hour of work shall be credited for work for time previously spent on the case by the firm of Bassman & Mitchell.

4. The Attorneys shall be reimbursed for all necessary and reasonable expenses incurred in providing services under this Contract, including travel expenses, long distance telephone, excess postage, reproduction of documents, secretarial overtime, court and transcript charges, and similar expenses; provided, however, that any and all expenses incurred by the Attorneys in the performance of their obligations under this Contract shall not exceed Five Hundred and 00/100 Dollars (\$500.00) per annum. Expenses shall be itemized and verified by the Attorneys and shall also be approved by the Tribal Business Council and the Secretary.

5. No assignment of this Contract, in whole or in part, shall be made without the consent of the Tribe and the Secretary; but this Contract shall, without assignment, inure to the benefit of and be binding upon any attorney or law firm which becomes the legal successor to HOBBS, STRAUS, DEAN & WILDER as now constituted; and in the event of the death, incapacity, or withdrawal of any of the partners of said firm, this Contract shall continue without regard to said death, incapacity, or withdrawal, and inure to the benefit of and

be binding upon the surviving partner or partners. Any assignment of this Contract, if made, shall comply with 25 U.S.C. § 84. Any assignment of the obligation of this Contract and/or any assignment or encumbrance of any interest in the compensation agreed to be paid, made in violation of the provisions of this Paragraph, shall operate to terminate this Contract, and in such event, the Attorneys shall not be entitled to receive any compensation whatever for any services rendered subsequent to the date of termination of this Contract.

6. This Contract may be terminated by either party by giving thirty (30) days written notice to the other party and to the Secretary; in addition, this Contract may be terminated by the Secretary for reasonable cause, after hearing, upon sixty (60) days notice to all parties in interest and upon approval of the Tribe; and if said Contract is so terminated, the Attorneys shall receive no compensation after the date of termination. If the Secretary finds that the interests of the Tribe so require, he may suspend the Contract and the payment of all compensation due or accruing to the Attorneys hereunder, pending a hearing which shall be held without unreasonable delay.

7. The Attorneys stipulate that they, and Bassman & Mitchell, and J. Peter Segall, are licensed members in good standing of the Bar of the District of Columbia, and that, to the best of their knowledge, no disciplinary proceedings have been instituted against any of them by any bar association or any jurisdiction in the United States or its territories.

8. This Contract shall terminate on March 31, 1989, or sooner if and at such time as all oil overcharge cases have been completed wherein, in the judgment of the Attorneys, the Tribe probably has a valid and substantial claim. This Contract may be extended after March 31, 1989, for successive two (2) year terms, upon request by the Attorneys and upon the approval of the Tribe and the Secretary.

IN WITNESS WHEREOF, we have hereunto set out hands and seals as of the 22^d day of March, 1984.

THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD RESERVATION, NORTH DAKOTA

BY: Alyce Spotted Bear
Alyce Spotted Bear
Chairman
Tribal Business Council

BY: Matthew Mason
Matthew Mason
Secretary
Tribal Business Council

HOBBS, STRAUS, DEAN & WILDER

BY: Charles A. Hobbs 3/27
Charles A. Hobbs