



R. Trent Shores
Direct Line: (918) 595-4805
rshores@gablelaw.com

110 N. Elgin Ave., Ste 200
Tulsa, OK 74120
(918) 595-4800
www.gablelaw.com

October 22, 2025

Via Electronic Mail Only

Northern Cheyenne Tribe
600 Cheyenne Avenue
Littlewolf Capital Building
P.O. Box 128
Lame Deer, MT 59043
Attention: President Gene Small

Re: Engagement of GableGotwals

Dear President Small:

This letter sets forth the terms under which Northern Cheyenne Tribe, ^{by and through} *[Signature]* ("you" or the "Client") has engaged GableGotwals ("we" or the "Firm"), effective as of October 14, 2025.

Scope of Engagement

You have engaged us solely with respect to serving as Special Prosecutors for the Northern Cheyenne Tribe to investigate and, if appropriate, prosecute allegations of criminal conduct (the "Matter"). Our engagement is limited to the Matter, but we would be pleased to discuss any other assistance we could provide to you consistent with our obligations under the Oklahoma Rules of Professional Conduct (as amended from time to time, the "Professional Rules").

Identity of Client

Under the terms of this engagement letter, we represent the Client only. This engagement does not for any purpose give rise to an attorney-client relationship with any parents, subsidiaries, or other affiliates of the Client or any officers, managers, directors, employees or agents of the Client, or of its affiliates.

Fees

This matter will be a flat fee, divided into two (2) phases:

- **Phase 1 (The Investigation, Charging, Plea Negotiation, and Changes of Plea): \$350,000 Flat Fee**

Phase 1 of the Special Prosecutor engagement includes conducting a review of criminal justice matters, including but not limited to a review of prosecution case files, directing investigations into allegations of criminal wrongdoing, and assessing whether charges should be filed [or dismissed] in criminal cases. This phase will also include prosecution work to prepare for and facilitate for changes of plea by criminal defendants.

Generally, Phase 1 will consist of a comprehensive prosecution overview workload, including but not limited to: (i) gathering relevant documents, interviewing witnesses, and analyzing available information to assess the scope and nature of the criminal conduct; (ii) evaluating applicable laws, regulations, and legal and traditional precedent to determine potential criminal conduct and any additional charging options; (iii) evaluating the filing of formal charges based on a review of the evidence and investigative reports; (iv) engaging with regulatory bodies, law enforcement, or other governmental entities, as necessary; (v) engaging with crime victims and, where appropriate, the surviving families of crime victims, to ensure they are included in the criminal justice process; (vi) preparing and responding to issues regarding formal charges, whether civil, criminal, or administrative; (vii) plea negotiations and drafting of plea agreements or related plea documents; (viii) and making appearances in tribal court, as necessary. In other words, Phase 1 will include all work up to but not including the Pre-Trial and Trial work should any defendant(s) choose to exercise their right to a jury trial.

- **Phase 2 (Pretrials and Trials): Hourly Billing at Local (Discounted) Rates**

Phase 2 of the engagement includes work for the preparation and prosecution at any trial of criminal defendants and will be billed at our local (discounted) hourly rates. Phase 2 broadly consists of all pre-trial and trial related motion practice, trial preparation, and conducting trial proceedings, as needed. At the time of the signing of this Agreement, You have advised that eleven (11) defendants have already been charged with trespassing. While it is anticipated that some or all those defendants' cases could be consolidated into one trial, it may be that some or all defendants wish to be tried in a separate proceeding or that a court may require separate trials. You have also advised that there may be additional criminal matters which require the Firm's review and pursuit through trial. At the time of the signing of this Agreement, You and the Firm acknowledge that there are a number of unknown factors that could impact Phase 2, including but not limited to the number of trials and the length and complexity of any trials. Should any case falling under the Matter progress to Phase 2, the Client and Firm may revisit the fee arrangement for Phase 2 as the scope of work should be clearer at that time.

At this time, we expect the primary attorneys to work on the Matter are:

- R. Trent Shores (\$645/hr);
- Ryan Heatherman (\$550/hr.); and
- Hillary Stuart (\$450/hr.)
- Rick M. Cella (\$450/hr.)

The Firm will provide services for the Matter at the local (discounted) rate for any attorney or professional staff who works on the Matter. If at any time, the Firm's hours exceed 700 hours or the Firm, You and the Firm may revisit the fee arrangement for the Matter.

Costs and Expenses

The flat fee for Phase 1 includes costs and expenses, except for expert witnesses, if needed. Our monthly bills to you will itemize for accounting purposes the various costs and expenses, if any, incurred on your behalf. Costs are items incurred in-house by the Firm (such as copy charges). Expenses are incurred through invoices from a third party (such as service of process). Typical cost items include, for example, photocopies. Typical expense items include, for example, courier or messenger services, travel expenses and filing and recording fees.

Costs will be tracked under our standard practices for assessing and charging costs to our clients. One of the standard features of modern litigation is the expense associated with processing and database hosting of paper and electronic discovery and document sets. To reduce the expense associated with discovery processing and hosting by third-party vendors, the Firm has implemented a market-leading discovery processing and hosting tool. Whenever practical, we will not commit to a major expense or cost item without first discussing it with you.

Billing and Retainer

Except in periods of nominal activity, we will endeavor to send bills to you monthly. All bills are due and payable upon receipt. We will provide in our bills a general identification of the services performed and the costs and expenses incurred. You agree to promptly raise and address with us any questions that may arise with respect to our billing. You further agree that our fees and expenses are payable regardless of the Matter's outcome.

For purposes of our engagement, we have agreed that you will initially deposit **\$350,000** as a Flat Fee which will be placed in our Firm's Trust Account, which is maintained in Oklahoma and is interest bearing with the Oklahoma Bar Foundation named as the beneficiary in accordance with Oklahoma Supreme Court Rules, and used towards the payment of our fees and costs for the Matter.

If the Matter progresses to Phase 2 or if the Firm's billed hours exceed 700 hours, then the Firm reserves the right to request a retainer up to \$100,000.

General Responsibilities

You will cooperate fully and candidly with us with respect to the Matter. You will provide all information known by or available to you that may aid us in representing you in the Matter. You agree not to provide the Firm with any confidential information not related to the Matter. If you perceive any actual or possible disagreement with our handling of the Matter, you will promptly and candidly discuss the problem with us. All of the Firm's work product will be owned by the Firm.

Effort and Outcome

The Firm agrees to competently and diligently represent you in the Matter, consistent with our ethical obligations under the Professional Rules. In any event, you acknowledge that we have not given, and give, any guarantees regarding the outcome of the Matter.

Retention of Files

You are responsible for maintaining your own copy of documents that we forward to you. We will endeavor to retain and maintain the major and significant components of our files relative to each Matter for a period of at least five years following the conclusion of such Matter; except that we reserve the right to return any of the components of our files related to the Matter at any time.

We rely on digital file management tools, and many of our files are maintained digitally (i.e., paperless). Subject to our obligations under the Professional Rules, you agree that we may convert and maintain all documents for the Matter digitally. If you provide us with documents and want to have those documents maintained and returned in paper format, you must tell us at the time you provide such documents and specifically identify the relevant documents; otherwise, we will assume we may maintain them digitally.

We also use reputable, third-party-hosted software tools, commonly known as "cloud storage," consistent with our responsibilities under the Professional Rules. You agree that we may store your documents on servers maintained by third-party vendors.

Subsequent Matters

Our engagement is limited to the Matter, but we are willing to discuss any other assistance that we could provide to you consistent with our obligations under the Professional Rules. If you engage the Firm to handle any matter other than the Matter, that matter shall be governed by terms set forth in this engagement letter, unless otherwise agreed in writing between you and us.

Governing Law and Forum Selection

This engagement letter shall be interpreted and enforced in accordance with the law of the State of Oklahoma without reference to principles of conflicts of law. You submit and consent to the jurisdiction of any court of competent jurisdiction in the State of Oklahoma for litigating any controversy or claim arising out of or relating to this engagement letter or its breach (including any controversy or claim involving any parent, subsidiary, or affiliate of the Client), whether such claim sounds in contract, tort, or otherwise. Prior to proceeding to litigation in the unlikely event of a dispute, the Client and the Firm agree to submit to non-binding arbitration or mediation in an attempt to resolve the dispute.

Concurrent Conflicts of Interest Disclosures and Consents

The Firm's representation of You with respect to the Matter, while maintaining client relationships with other Tribal Governments and Tribally Owned Entities (namely, the Choctaw Nation, Cherokee Nation, Cherokee Nation Businesses, Osage Nation, Wyandotte Nation, Muscogee (Creek) Nation, Delaware Nation Industries, Delaware Tribe's Teton Trade Cloth by Lenape, Quapaw Nation Gaming Commission, Quapaw Nation Gaming Agency, and Fort Sill Apache Gaming Commission, and Otoe Missouri Group, hereinafter "Tribal Engagements"), with respect to other legal matters unrelated to the Matter, could implicate the provisions of Rule 1.7 of the Oklahoma Rules of Professional Conduct ("Rule 1.7"). Rule 1.7 provides in relevant part as follows:

- (A) A lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
 - i. the representation of one client will be directly adverse to another client; or
 - ii. there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
- (B) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
 - i. the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - ii. the representation is not prohibited by law;

- iii. the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
- iv. each affected client gives informed consent, confirmed in writing.

Accordingly, the Firm makes these disclosures and requests that you provide your acknowledgement of these circumstances and your consent to (1) the Firm's concurrent client relationships with you and the Tribal Engagements, (2) the Firm's representation of you in connection with the Matter, and (3) the Firm's representation of Tribal Engagements in connection with other legal unrelated matters, notwithstanding any conflicts of interest that may exist or hereafter arise.

The Firm believes that it can provide the legal services requested by you for the Matter and Tribal Engagements in the other legal unrelated matters pursuant to their respective engagement agreements in compliance with Rule 1.7. The Firm reasonably believes that: (1) it will be able to provide competent and diligent representation to you and Tribal Engagements with respect to their respective engagements; (2) the representation is not prohibited by law; and (3) its representation of you and Tribal Engagements will not be compromised by virtue of the concurrent engagements. With regard to the Matter, the Firm reasonably believes that: (i) its representation of you will not materially impair its representation of Tribal Engagements with respect to the other legal unrelated matters; and (ii) its involvement will not materially interfere with its independent professional judgment.

Your signature below will serve as your waiver and acknowledgement that you have been provided adequate opportunity to make inquiry, have all questions answered to your satisfaction, and, after being provided a reasonable opportunity to consult with professional advisors of your selection, you have all the information you need to confirm your consent to the Firm's involvement and representation of you in connection with the Matter and Tribal Engagements in connection with the other legal unrelated matters.

Other Conflicts Generally

We are a full-service law firm that has represented, now represents and will continue to represent a broad base of clients, including ONEOK, Inc., ONEOK Partners, L.P., ONE Gas, Inc., Continental Resources, Inc., Magellan Midstream Partners, Occidental Petroleum Corporation, Cimarex Energy Co., BP p.l.c., Conoco Phillips Company, Phillips 66 Company and their respective subsidiaries and affiliates and many other clients, on various legal matters. Without an effective conflicts waiver, conflicts of interest may arise that could adversely affect your ability and the ability of our other clients to retain us as counsel and preclude us from representing you or our other clients in pending or future matters.

Therefore, as a condition to our undertaking this engagement, you agree that we may continue to represent, or may undertake in the future to represent, any other clients in any

matter (including representation in transactions, litigation, arbitration or mediation in which you and such other clients are or may be adverse parties), even if the interests of such other clients in those other matters are directly adverse to you, except where (i) the matter is substantially related to matters in which we are currently representing you, or (ii) as the result of our representation of you, we have obtained sensitive, proprietary or other confidential information that, if known to any such other client of the Firm, could be used in that other matter by such client to the material disadvantage of you (collectively, the "Allowed Adverse Representations"). Any such Allowed Adverse Representation will exclude and screen any lawyers participating in this engagement, and any lawyers participating in this engagement will be excluded and screened from any files or information relating to such Allowed Adverse Representation.

You also agree that you will not, for yourself or any other entity or person, assert that this Firm's representation of you or any of your affiliates in any past, present, or future matter is a basis to disqualify this Firm from representing another entity or person in any Allowed Adverse Representations. You acknowledge and agree that any Allowed Adverse Representation does not breach any duty that this Firm owes to you or any of your affiliates.

This waiver is effective only if we conclude in our professional judgment that the requirements of Professional Rules 1.7, 1.9, and any other applicable Professional Rule are satisfied. In performing our analysis, we will consider various factors, including, but not limited to, the nature of any conflict, our ability to ensure that the confidences and secrets of all involved clients will be preserved, and our relationship with each client.

You agree that if an Allowed Adverse Representation arises, and you seek to withdraw your consent to the conflicting representation, we may withdraw from our representation of you. You also agree not to assert that this representation should disqualify us or otherwise prevent us from that Allowed Adverse Representation. This advance consent does not, of course, authorize the disclosure or use of any client confidences. By signing the engagement letter below, you confirm that you had an opportunity to consult with independent counsel regarding the terms of this waiver.

Termination of Representation

You have the right to terminate this engagement at any time without cause. Likewise, we have the right to withdraw from this engagement at any time, subject to our professional and court-imposed obligations. Notice of termination or withdrawal by either party will be made in writing and will be effective upon receipt. In the event of such termination or withdrawal, you will promptly pay us all fees, costs and expenses incurred prior to the date of termination or withdrawal. Upon termination or withdrawal of this engagement, we agree to cooperate with any successor counsel to accommodate a smooth and orderly transition of the representation.

President Gene Small
November 22, 2025
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If the terms of this engagement letter are acceptable, please sign a copy of this letter in the space provided below and return it promptly to us. We are, of course, pleased to have this opportunity to serve you. Please call us at any time if you have questions.

Yours very truly,



R. Trent Shores
Managing Shareholder (Tulsa)

ACCEPTED AND AGREED:

Northern Cheyenne Tribe
Office of the President

By: Gene Small 11-3-25

Name: GENE SMALL
PRESIDENT,
NORTHERN CHEYENNE TRIBE