

PRIVATE SETTLEMENT AGREEMENT AND RELEASE

This Private Settlement Agreement and Release is hereby entered into by Mark Wandering Medicine, Hugh Club Foot, Charles Bear Comes Out, Winfield Russell, James Day Child, Woodrow Brien, Sarah Stray Calf, Marty Other Bull, Newlyn Little Owl, Donovan Archambault, Ed Moore, Patty Quisno, and Michael D. Fox, Plaintiffs; and Geraldine Custer, in her Official Capacity of Rosebud County Clerk And Recorder, Rosebud County, Robert E. Lee, Douglas D. Martens, and Ed Joiner, in their Official Capacity as Members of the County Board of Commissioners for Rosebud County, Montana, Sandra L. Boardman, in her Official Capacity of Blaine County Clerk and Recorder, Blaine County, Charlie Kulbeck, M. Delores Plumage and Frank DePriest, in their Official Capacity as Members of the County Board of Commissioners for Blaine County, Montana, Dulcie Bear Don't Walk, in her Official Capacity of Big Horn County Election Administrator, Big Horn County, and Sidney Fitzpatrick, Jr., Chad Fenner, and John Pretty On Top, in their Official Capacity as Members of The County Board of Commissioners for Big Horn County, Montana ("County Defendants"). This Agreement is intended to settle and resolve all claims brought or that may have been brought against the County Defendants in connection with the action entitled Wandering Medicine et al. v. McCulloch et al., in the United States District Court, District of Montana, Billings Division, Civil No. 12-135-BLG-DWM, including specifically any and all claims made in the Complaint filed in this action on October 10, 2012. Plaintiffs and their counsel specifically agree that this agreement does not render the Plaintiffs "prevailing parties" and neither the Plaintiffs nor their counsel will seek more attorneys' fees or costs from the County Defendants or the Court than those agreed to herein.

This Agreement has been negotiated by the Plaintiffs and County Defendants in good faith to avoid the costs and risks of prolonged and complicated litigation and to resolve their differences in the spirit of cooperation. In the respective opinions of the Plaintiffs and County Defendants, this Agreement and the settlement embodied herein is fair, reasonable, and in the public interest.

By entry into this Agreement, County Defendants do not admit the truth or accuracy of any allegations in the Action, and do not admit any liability to any Plaintiff or any third party for or as a result of the acts, actions, or conduct alleged in the Action, or that may be related to or arise out of the allegations contained therein.

Blaine, Big Horn, and Rosebud Counties will move their election administration offices to a tribal building at the Fort Belknap Agency, Crow Agency, and Lame Deer, respectively, for two days a week, on Wednesdays and Thursdays, from 10:00am to 5:00pm, with a one-hour lunch period from 1:00pm to 2:00pm, during the 30-day early voting period prior to each state and federal election held under Chapter 13 of the Montana Code Annotated. The “alternate election administration office” will provide in-person late registration and in-person absentee voting. While such office is open during the two days of each week during the early voting period, no election services will be offered at the county courthouses of the three counties. This alternative election administration office is contingent on a number of requirements as listed below.

The Fort Belknap, Crow, and Northern Cheyenne Tribes shall send a letter to the Blaine, Big Horn, and Rosebud County election administrators, respectively, indicating what tribal building and room will be offered, without charge, to the county to be used as the alternative election administration office for the upcoming election and designating the tribal contact

person. The tribal facility must be ADA compliant, have hard-wired (not wi-fi) internet capabilities at no charge to the counties, have a secure, lockable door, and provide the keys to the facility to the county for the early voting time period, as determined sufficient in the sole discretion of the election administrator. Each Tribe will send such letter so that it is received not later than August 1, 2014 in order to prepare for the November 2014 election, and thereafter, each tribe will send such letter so that it is received no later than January 31 of each election year. The Tribes must agree to indemnify the Counties for any personal injury suffered by any individual who suffers personal injury due to the condition of the premises. In working with the Tribes to set up the alternative election administration office, Four Directions, Inc. will not be involved, and will not serve as a designee of the Tribes or otherwise contact the counties. If any of the requirements of this paragraph are not met for a particular election year, the Counties are relieved from their obligation of this Agreement for that particular year, other than the payment of attorneys' fees indicated below.

The alternative election administration office may be staffed by only one county worker. By offering the alternative election administration office, the county seat designation does not change for any county. If Montana statutes change regarding in-person absentee voting, this agreement may be amended in writing by the Plaintiffs and County Defendants in order to comport to new statutes. If Montana statutes no longer provide for in-person absentee voting, the counties are relieved from their obligations under this Agreement, other than the payment of attorneys' fees indicated below.

The Plaintiffs agree not to sue these three counties regarding the opening of satellite offices or any kind of office to provide election services other than at the county courthouse.

Blaine, Big Horn, and Rosebud Counties will each pay \$25,000 to Plaintiffs' attorneys in full settlement of their claims for attorneys' fees and costs.

This private settlement agreement settles this case in its entirety, and the Court shall dismiss the case with prejudice, without reference to the settlement agreement. The Plaintiffs and County Defendants will file a stipulated motion to dismiss with prejudice, without reference to settlement or the settlement agreement.

In consideration of County Defendants' agreement to undertake the actions described in this Agreement, Plaintiffs release and discharge County Defendants from all claims, demands, actions and causes of action arising from, out of, or related to the allegations in the Action, and all other claims, demands, actions and/or causes of action, whether now known or arising in the future, related to or arising from the factual allegations made in the Action.

Each undersigned representative of the Plaintiffs and County Defendants to this Agreement certifies that he or she is fully authorized to enter into this Agreement and each of the terms and conditions hereof, and to execute and legally bind such Party to it. The Plaintiffs who sign this agreement have full authorization to settle on behalf of each Plaintiff named in this litigation.

Date: 6/10/2014

Mark Wandering Medicine
Mark Wandering Medicine, on behalf of all Plaintiffs


Date: _____

Donovan Archambault, on behalf of all Plaintiffs

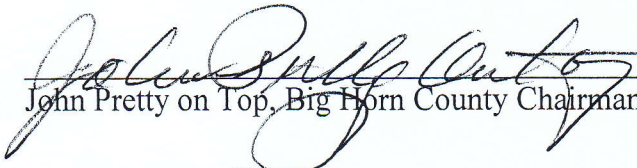
Date: 6/10/2014

Alex Rate
Alex Rate, attorney for Plaintiffs

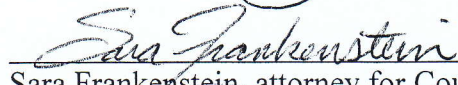
Date: 6-10-14


Steven Sandven, attorney for Plaintiffs

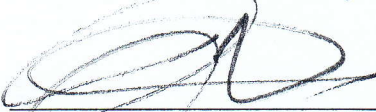
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John Pretty on Top, Big Horn County Chairman

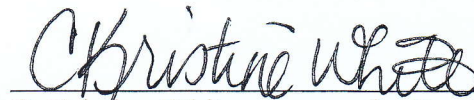
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Sara Frankenstein, attorney for County Defendants

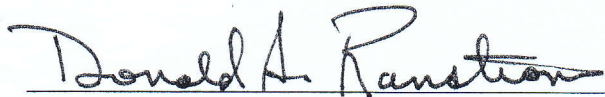
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Lance Pedersen, attorney for Big Horn County Defendants


Date: 6-10-14


C. Kristine White, attorney for Rosebud County Defendants

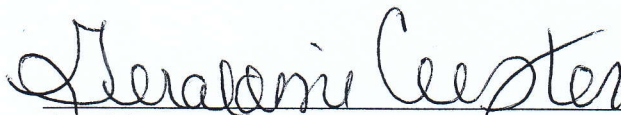
Date: 6-10-14


Donald A. Ranstrom, attorney for Blaine County Defendants


Date: 6-10-14


Dulcie Bear Don't Walk, Big Horn County Election Administrator

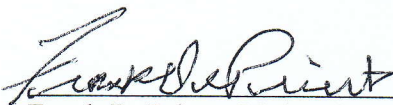
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Geraldine Custer, Rosebud County Clerk and Recorder

Date: 6-10-14


Sandra Boardman, Blaine County Clerk and Recorder

Date: 6-10-14


Frank DePriest, Blaine County Commissioner

Date: 6-10-14

A handwritten signature in black ink, appearing to read "Robert E. Lee", written over a horizontal line.

Robert E. Lee, Presiding Officer, Rosebud County