

No. 07-411

**In The
Supreme Court of the United States**

PLAINS COMMERCE BANK,

Petitioner,

v.

LONG FAMILY LAND AND CATTLE COMPANY, INC.,
RONNIE LONG, LILA LONG,

Respondents.

**On Writ Of Certiorari To The
United States Court Of Appeals
For The Eighth Circuit**

JOINT APPENDIX

PAUL A. BANKER
Counsel of Record
LINDQUIST &
VENNUM P.L.L.P.
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Tel: (612) 371-3969
pbanker@lindquist.com

Counsel for Petitioner

JAMES P. HURLEY
Counsel of Record
BANGS, MCCULLEN,
BUTLER, FOYE &
SIMMONS, L.L.P.
333 West Boulevard,
Suite 400
PO Box 2670
Rapid City, SD 57709
Tel: (605) 343-1040
jhurley@bangsmccullen.com

RICHARD GUEST
NATIVE AMERICAN RIGHTS
FUND
1712 N Street N.W.
Washington, D.C. 20036
Tel: (202) 785-4166
richardg@narf.org

Counsel for Respondents

**Petition For Writ Of Certiorari Filed September 21, 2007
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**CHRONOLOGICAL LIST OF
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**Cheyenne River Sioux Tribal Court Docket,
No. R-120-99**

July 2, 1999 – Petition for Temporary Restraining Order

July 2, 1999 – Civil Complaint

July 6, 1999 – Temporary Restraining Order

July 6, 1999 – Certificate of Service

July 7, 1999 – Amended Temporary Restraining Order

July 7, 1999 – Certificate of Service

July 13, 1999 – Response of Bank of Hoven to Plaintiff's Petition For Temporary Restraining Order

July 21, 1999 – Amended Temporary Restraining Order

July 29, 1999 – Motion and Affidavit of Attorney for Admission to Practice Pro Hac Vice

July 30, 1999 – Hearing

August 23, 1999 – Order Withdrawing Temporary Restraining Order

January 3, 2000 – Amended Complaint

January 20, 2000 – Summons and Certificate of Service

January 24, 2000 – Order Nunc Pro Tunc 07-30-99

February 3, 2000 – Answer of Defendants Edward and Mary Maciejewski and Bank of Hoven and Counterclaim

February 10, 2000 – Plaintiffs' Demand For Trial By Jury

February 10, 2000 – Reply to Counterclaim

February 18, 2000 – Order Nunc Pro Tunc 07-30-99

September 12, 2002 – Motion for Summary Judgment on Counterclaim

September 12, 2002 – Defendants' Affidavit (With Exhibits A-I)

September 24, 2002 – Plains Commerce Bank's Brief in Support of Motion for Summary Judgment on Counterclaim (With Exhibits)

September 24, 2002 – Plaintiffs' Response in Resistance to Defendant Bank of Hoven's Motion for Summary Judgment

September 24, 2002 – Affidavit of Ronnie Long

September 30, 2002 – Hearing

September 30, 2002 – Order Denying Motion for Summary Judgment on Counterclaim

November 20, 2002 – Juror List and Questionnaire for Jury Trial Set for Dec. 6, 2002

December 3, 2002 – Motion to Dismiss Several Counts in Complaint to Narrow Issues for Trial

December 4, 2002 – Plaintiffs' Response to Defendant Plains Commerce Bank's Motion to Dismiss

December 5, 2002 – Order Granting in Part and Denying in Part Motion to Dismiss Several Counts in Complaint to Narrow Issues for Trial

December 6, 2002 – Proposed Jury Trial Schedule; Jury Questionnaires; Claims for Exemption from Jury Service; Jury Summonses

December 6, 2002 – Jury List for Trial Set for 12/06/2002

December 6, 2002 – Plaintiffs' Trial Exhibits' Index of Plaintiffs' Proposed Jury Instructions; Plaintiffs' Proposed Verdicts

December 6, 2002 – Defendants' Trial Exhibits; Index of Defendants' Proposed Jury Instructions; Defendants' Proposed Verdicts

December 6, 2002 – Jury Instructions (Nos. 1-18)

December 6, 2002 – Special Interrogatories to Jury (Nos. 1-6)

December 6, 2002 – Hearing – Jury Trial; Tape Recordings; Trial Transcript

December 6, 2002 – Jury Verdicts

December 11, 2002 – Hearing – Jury Trial; Tape Recordings; Trial Transcript

December 20, 2002 – Motions for Judgment Notwithstanding the Verdict and New Trial

December 20, 2002 – Brief in Support of Defendant's Motion for Judgment Notwithstanding the Verdict and New Trial (With Exhibit 1)

December 31, 2002 – Plaintiffs' Response in Resistance to Defendant's Motion for Judgment Notwithstanding the Verdict and New Trial

January 3, 2003 – Order Denying Motion for Judgment Notwithstanding the Verdict and New Trial

January 24, 2003 – Plaintiff's Motion to Include Interest in the Judgment (With Attachment A)

January 24, 2003 – Motion for Order Permitting Plaintiffs to Exercise Their Option to Purchase

January 30, 2003 – Defendant Plains Commerce Bank's Opposition to Assessment of Interest (With Exhibit A)

February 10, 2003 – Defendant Plains Commerce Bank's Opposition to Plaintiff's Motion for Order Permitting Plaintiffs to Exercise Their Option to Purchase

February 18, 2003 – Judgment

February 18, 2003 – Supplemental Judgment

February 25, 2003 – Plaintiffs’ Reply to Defendant Bank of Hoven N/K/A Plains Commerce Bank’s Opposition to Including Interest on the Judgment

March 19, 2003 – Notice of Appeal

March 27, 2003 – Notice of Appeal

**Cheyenne River Sioux Tribal Court of Appeals
Docket, No. 03-002-A**

January 15, 2004 – Brief of Respondents-Appellants, Long Family Land And Cattle Company, Inc., Ronnie and Lila Long

January 15, 2004 – Appellant Plains Commerce Bank’s Brief

February 27, 2004 – Appellant’s Reply Brief

March 1, 2004 – Brief of Respondents, Long Family Land And Cattle Company, Inc., Ronnie and Lila Long

June 17, 2004 – Brief of Amicus Curiae Cheyenne River Sioux Tribe

July 22, 2004 – Appellant’s Response to Amicus Curiae Brief of the Cheyenne River Sioux Tribe

September 10, 2004 – Order Setting Oral Argument

October 6, 2004 – Hearing – Oral Argument on Appeal; Tape Recordings

November 22, 2004 – Memorandum Opinion and Order

United States District Court Docket, No. 05-3002

January 7, 2005 – Complaint – 3 summons issued – mailed. Receipt Number 300 29237 in the amount of \$150 filed by Plains Commerce Bank (Attachments: #(1) Receipt) (DLC) Modified.

January 10, 2005 – Summons Issued as to Lila Long, Ronnie Long, Long Family Land and Cattle Company, Inc. (DLC)

March 11, 2005 – ANSWER to Complaint with Jury Demand *and Affirmative Defenses* by Long Family Land and Cattle Company, Inc., Ronnie Long, Lila Long. (Hurley, James)

December 1, 2005 – Notice of Motion and MOTION for Summary Judgment by Plains Commerce Bank. (JAB)

December 1, 2005 – STATEMENT OF UNCONTESTED AND MATERIAL FACTS in Support of [28] Motion for Summary Judgment by Plaintiff Plains Commerce Bank. (JAB)

December 1, 2005 – MEMORANDUM OF LAW in Support of [28] MOTION for Summary Judgment filed by Plains Commerce Bank. (JAB)

December 1, 2005 – AFFIDAVIT of Charles Simon in Support of Plaintiff’s Motion for Summary Judgment. (Attachments: #(1) Exhibit 1 #(2) Exhibit 2 #(3) Exhibit 3 #(4) Exhibit 4 #(5) Exhibit 5 #(6) Exhibit 6 #(7) Exhibit 7 #(8) Exhibit 8 #(9) Exhibit 9 #(10) Exhibit 10 #(11) Exhibit 11 #(12) Exhibit 12 #(13) Exhibit 13 #(14) Exhibit 14 #(15) Exhibit 15 #(16) Exhibit 16 #(17) Exhibit 17 #(18) Exhibit 18 #(19) Exhibit 19 #(20) Exhibit 20 #(21) Exhibit 21 #(22) Exhibit 22 #(23) Exhibit 23 #(24) Exhibit 24 #(25) Exhibit 25) (JAB)

December 1, 2005 – MOTION for Summary Judgment by Long Family Land and Cattle Company, Inc., Ronnie Long, Lila Long. (Hurley, James)

December 1, 2005 – BRIEF by Defendants Long Family Land and Cattle Company, Inc., Ronnie Long, Lila Long re [33] MOTION for Summary Judgment. (Attachments: #(1) Index of Attachments #(2) Attachment 1 #(3) Attachment 2 #(4) Attachment 3 #(5) Attachment 4 #(6) Attachment 5 #(7) Attachment 6 #(8) Attachment 7 #(9) Attachment 8 #(10) Attachment 9 #(11) Attachment 10 #(12) Attachment 11 #(13) Attachment 12 #(14) Attachment 13 #(15) Attachment 14 #(16) Attachment 15 #(17) Attachment 16 #(18) Attachment 17 #(19) Attachment 18 #(20) Attachment 19 #(21) Attachment 20 #(22) Attachment 21 #(23) Attachment 22) (Hurley, James)

December 9, 2005 – AFFIDAVIT of Ronnie and Lila Long re [36] Brief, [33] MOTION for Summary Judgment, [34] Statement of Material Facts. (Hurley, James)

December 22, 2005 – RESPONSE to [34] Statement of Material Facts filed by Plains Commerce Bank. (SRN)

December 22, 2005 – SECOND AFFIDAVIT of Charles Simon. (SRN)

December 22, 2005 – MEMORANDUM in Opposition re [33] MOTION for Summary Judgment filed by Plains Commerce Bank. (SRN)

December 22, 2005 – AFFIDAVIT of Thomas J. Van Norman re [44] Notice *Affidavit of Thomas J. Van Norman*. (Attachments: #(1) Exhibit Exhibit A #(2) Exhibit Exhibit B #(3) Exhibit Exhibit C #(4) Exhibit Exhibit D #(5) Exhibit Exhibit E #(6) Exhibit Exhibit F #(7) Exhibit Exhibit G #(8) Exhibit Exhibit H #(9) Exhibit Exhibit I #(10) Exhibit Exhibit J #(11) Exhibit Exhibit K) (Hurley, James)

December 22, 2005 – BRIEF by Amicus Cheyenne River Sioux Tribe *Brief Of Amicus Curiae Cheyenne River Sioux Tribe Submitted For Consideration With The Parties' Cross-Motions for Summary Judgment*. (Gunn, Steve)

December 22, 2005 – RESPONSE to [29] Statement of Material Facts filed by Long Family Land and Cattle Company, Inc., Ronnie Long, Lila Long. (Hurley, James)

December 22, 2005 – BRIEF by Defendants Long Family Land and Cattle Company, Inc., Ronnie Long, Lila Long re [30] Memorandum in Support of Motion *for Summary Judgment*. (Hurley, James)

December 22, 2005 – AFFIDAVIT of Ronnie and Lila Long re [49] Notice of *Filing*. (Attachments: #(1) Attachment-Index #(2) Attachment-Security Agreement #(3) Attachment-Guaranty 4-1-97 #(4) Attachment-Guaranty 9-28-88 #(5) Attachment-Guaranty 3-5-92 #(6) Attachment-Mortgage 9-20-88 #(7) Attachment-Mortgage 11-15-90 #(8) Attachment-Mortgage 3-5-92 #(9) Attachment-Bank's Mot. SJ Tribal Court #(10) Attachment-Appellate Court Tr. Pages #(11) Attachment-CRST Transcript pages #(12) Attachment-Index Attach. Def. Brief MSJ) (Hurley, James)

January 12, 2006 – REPLY MEMORANDUM OF LAW in Support of [33] MOTION for Summary Judgment filed by Plains Commerce Bank. (JAB)

January 12, 2006 – AFFIDAVIT of Ronnie and Lila Long re [54] Notice. (Attachments: #(1) Exhibit Index of Attachments to Third Affidavit #(2) Exhibit BIA Guarantees of Bank loans to Long & related correspondence & pmts. #(3) Exhibit CFR 103.22 #(4) Exhibit Letter dated 11/1/96 from Bank to CRST Credit Officer, Lemke #(5) Exhibit Letter dated 12/12/96 from Bank to McClure & cash flow of 12/11/96 & cash flow by Huber of 10/29/96 #(6) Exhibit Money loaned to Longs 12/12/96 to 2/12/97 #(7) Exhibit Plf.'s claimed Damages. Def.'s claimed Damages #(8) Exhibit Notes & Computations #(9) Exhibit Annual FSA Farm Program Pmts. #(10) Exhibit CRST Law & Order Code Ch. IV, Jurisdiction #(11) Exhibit CFR 103.2, Purpose of BIA guaranty loan program #(12) Exhibit Trial Transcript pages #(13) Exhibit Letter dated 9/4/02 from McClure to Longs) (Hurley, James)

January 12, 2006 – MEMORANDUM in Support re [33] MOTION for Summary Judgment *and in Resistance to Plaintiff's Motion for Summary Judgment* filed by Long Family Land and Cattle Company, Inc., Ronnie Long, Lila Long. (Hurley, James)

July 17, 2006 – MEMORANDUM OPINION AND ORDER denying [28] Motion for Summary Judgment, granting [33] Motion for Summary Judgment. Signed by Charles B. Kornmann on 7/17/06. (SRN)

August 11, 2006 – NOTICE OF APPEAL as to [64] Order on Motion for Summary Judgment, by Plains Commerce Bank. Filing fee \$455. (JAB) Additional attachment(s) added on 8/14/2006 (JAB).

August 18, 2006 – USCA Case Number 06-3093 for [66] Notice of Appeal filed by Plains Commerce Bank. (SRN)

July 3, 2007 – OPINION of USCA as to [66] Notice of Appeal filed by Plains Commerce Bank (MWT)

July 3, 2007 – JUDGMENT of USCA Affirming the judgment of the District Court as to [66] Notice of Appeal filed by Plains Commerce Bank (MWT)

July 20, 2007 – MANDATE from the 8th Circuit COA affirming the decision of the District Court as to [66] Notice of Appeal filed by Plains Commerce Bank (DLC)

October 5, 2007 – Letter re: Writ of Certiorari (JAB)

Eighth Circuit Court of Appeals Docket,
No. 06-3093

August 18, 2006 – Civil Case Docketed. Dist. Ct.
Office: Pierre

August 18, 2006 – CERTIFIED copies of notice of appeal, docket entries, memorandum and opinion and order dated 7/17/06 granting defendants' motion for summary judgment [06-3093] [2079622]

October 23, 2006 – BRIEF FILED – Brief of Appellant – Plains Commerce Bank 9,439 words w/addendum 10 copies – w/service 10/18/06 w/cd. [06-3093] [2102963]

October 23, 2006 – RECORDS received: Appendix filed by Appellant Plains Commerce Bank consisting of 1 Volume, 3 Copies. [06-3093]

December 6, 2006 – BRIEF FILED – Brief of Appellee – Long Family Land and [sic], Ronnie Long, Lila Long. 13,991 words – 10 copies – w/service 12/1/06. w/cd [06-3093] [2116662]

December 6, 2006 – RECORDS received: Appendix filed by Appellees Long Family Land et. Al., and consisting of 1 Volume(s), 3 Copies. [06-3093]

January 17, 2007 – BRIEF FILED – AMICUS BRIEF filed by Cheyenne River Sioux Tribe w/service 12/15/2006 39PDF pages w/Addendum, 10 copies, Words/lines/pages:30 pages. [3268243-] [06-3093]

January 18, 2007 – BRIEF FILED – APPELLANT REPLY BRIEF filed by Plains Commerce Bank, w/service 01/16/2007. 34 PDF pages No Addendum, 10 copies, Words/lines/pages:18. [3269721-1] [06-3093]

March 12, 2007 – ARGUED & SUBMITTED in University of St. Thomas to Judges Roger L. Wollman; John R. Gibson; Diana E. Murphy[;] Mr. Thomas James Van Norman for Amicus on Behalf of Appellee Cheyenne River Sioux Tribe, Mr. Paul Anthony Banker for Appellant Plains Commerce Bank and Mr. James Philip Hurley for Appellees Lila Long, Long Family Land and Tile Company [sic] and Ronnie Long. Rebuttal by Mr. Paul Anthony Banker for Plains Commerce Bank RECORDED [3287495] [06-3093]

June 26, 2007 – OPINION FILED – THE COURT: ROGER L. WOLLMAN; JOHN R. BIGSON; DIANA E. MURPHY. Diana E. Murphy, Authoring Judge (PUBLISHED) [3322826] [06-3093]

June 26, 2007 – OPINION FILED – The judgment of the Originating Court is AFFIRMED in accordance with the opinion. ROGER L. WOLLMAN; JOHN R. BIGSON; DIANA E. MURPHY. Hrg Mar 2007 [3322835] [06-3093]

July 18, 2007 – MANDATE ISSUED. [06-3093]

October 3, 2007 – U.S. Supreme Court Notice of cert filed. Supreme Court Case Number: 07-411, Filed Date: 09/21/2007 [3358503] [06-3093]

No. 05-3002

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH DAKOTA

Plains Commerce Bank

v.

Long Family Land & Cattle Co., *et al.*

(reported at 440 F. Supp. 2d 1070 (D.S.D. 2006))

The following documents were submitted
as attachments or exhibits in this Court.

[EXHIBIT 1]

STATE OF SOUTH DAKOTA

[SEAL]

**OFFICE OF
THE SECRETARY OF STATE**

***Certificate Of Incorporation
Business Corporation***

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that duplicate originals of the Articles of Incorporation of LONG FAMILY LAND AND CATTLE COMPANY, INC. duly signed and verified, pursuant to the provisions of the South Dakota Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Incorporation of LONG FAMILY LAND AND CATTLE COMPANY, INC. and attach hereto a duplicate original of the Articles of Incorporation.

IN TESTIMONY WHEREOF,
I have hereunto set my hand
and affixed the Great Seal of
the State of South Dakota, at
Pierre, the Capital, this 24th
day of March A.D. 1987

/s/ Joyce Hazeltine
Secretary of State

Deputy

Filed this 24th day of
March, 1987

/s/ Joyce Hazeltine
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
LONG FAMILY LAND AND
CATTLE COMPANY, INC.

Executed by the undersigned for the purpose of forming a SD Corporation under the provisions of the SD Business Corporation Act. SDCL 47-2.

ARTICLE I.

The name of the corporation is Long Family Land and Cattle Company, Inc.

ARTICLE II.

The period of existence of said corporation is perpetual.

ARTICLE III.

The purpose for which this corporation is formed shall be:

(a) To engage in a general livestock, ranching and farming business, to feed, to range, graze, manage, herd, control, brand, care for, purchase, market and sell livestock of every kind and cultivate land;

(b) To purchase and operate retail establishments, to buy, improve, develop, lease, exchange, sell, dispose of, mortgage and otherwise deal-in real and personal property.

(c) To purchase, lease, build, construct, erect, occupy and manage buildings and machinery and personal property necessary to the objects of the business;

(d) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of the business; to secure the same by mortgage, pledge or other lien;

(e) To enter into any kind of activity, to have all of the powers of the South Dakota Business Corporation Act, and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Corporation.

ARTICLE IV

The Corporation shall have the authority to issue ONE HUNDRED THOUSAND (100,000) shares of capital stock of said corporation with par value of One Dollar (1.00) per share, for a total authorized capital stock of ONE HUNDRED THOUSAND DOLLARS. (\$100,000.)

ARTICLE V.

The corporation will not commence business until consideration of the value of at least ONE THOUSAND (1,000.00) has been received from the issuance of shares.

ARTICLE VI.

The Address of its registered office is Post Office Box 272, Timber Lake, South Dakota 57656, and the name of its registered agent at such address is Ronnie Long.

ARTICLE VII.

The number of directors constituting the Board of Directors are four and the name and address of the directors is as follows:

Ronnie Long	Box 272, Timber Lake, South Dakota 57656
Lila Long	Box 272, Timber Lake, South Dakota 57656
Kenneth Long	Box 186, Timber Lake, South Dakota 57656
Maxine Long	Box 186, Timber Lake, South Dakota 57656

ARTICLE VIII.

The name and address of the incorporator is as follows:

Ronnie Long, Post Office Box 272, Timber Lake, South Dakota 57656.

ARTICLE IX.

It is the wish of the shareholders and incorporator that the Long Family Land And Cattle Company, Inc. shall be controlled by native Americans who at least at all times own 51% of the outstanding stock in the corporation.

ARTICLE X.

These Articles of Incorporation may be amended in the manner authorized by law at the time of amendment.

EXECUTED IN DUPLICATE ON THIS 23rd DAY, OF March, 1987.

/s/ Ronnie Long
Ronnie Long

STATE OF SOUTH DAKOTA

COUNTY OF DEWEY

On this 23rd day of March, 1987, before me, the undersigned officer personally appeared Ronnie Long. Known to me to be the person who is described herein, and who executed the within instrument for the purpose therein contained.

IN WITNESS, WHEREOF, I hereunto set my hand and official seal

/s/ Andrew Aberle
NOTARY PUBLIC –
SOUTH DAKOTA
My Commission Expires:
Oct. 15, 1990

-SEAL-

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF DEWEY)

Ronnie Long being first duly sworn on oath deposes and states: That he is the person described in and who signed the foregoing Articles of Incorporation as an incorporator herein; that he has read such articles and knows the contents thereof; that the incorporator intends in good faith to form a corporation for the purposes of the promotion of a lawful business as set forth in said articles and not for the purpose of enabling any corporation or corporations to avoid provisions of 1967 SDCL 37-1 relating to

unlawful trust and combinations and laws amendatory therein.

/s/ Ronnie Long
Ronnie Long

Subscribed and sworn to before me this 23rd day of March, 1987.

/s/ Andrew Aberle
Andrew Aberle,
Notary Public, South Dakota

My Commission Expires: 10/15/90

(SEAL)

Receipt No. C50002 **Filed at Request of**
File No. DB-26,227 Ronnie Long
 Box 272
 Timber Lake, SD 57656

ARTICLES OF INCORPORATION OF
LONG FAMILY LAND AND
CATTLE COMPANY, INC.

100,000 shares, \$1 par value
\$100,000.00

State Of South Dakota

ss.

Office of Secretary of State

Filed in the office of the Secretary
of State on the 24th day of March
1987.

/s/ Joyce Hazeltine
Secretary of State

By _____
Deputy

Fee Received \$60

SOS CRP 491 4/81

[ATTACHMENT 3]**GUARANTY**

In consideration of financial accommodations [sic] given or to be given or continued to Maxine Long, herein called "Borrower" by Bank of Hoven, A SD Corporation herein called "Bank", the undersigned irrevocably and unconditionally guarantee to the Bank, payment when due, whether by acceleration or otherwise, of any and all Liabilities of the Borrower as defined below to the Bank, together with all interest thereon; all attorneys' fees, costs, and expenses of collection incurred by the Bank in enforcing any of such Liabilities of the Borrower; and all attorneys' fees, costs, and expenses incurred by the Bank in foreclosing, preserving, protecting, retaking, holding, and selling of any collateral as a result of the enforcement or foreclosure of any security interest or mortgage given by Borrower to Bank.

The term "Liabilities of the Borrower" shall mean and include:

A. if checked, all indebtedness, liabilities or obligations, direct or contingent, secured or unsecured, joint, several, or joint and several, of the Borrower to Bank, created or incurred for any purpose whatsoever, now existing or hereafter arising, due or to become due to, or held or to be held, by the Bank for its own account or as agent for another or others, whether created or incurred directly or acquired by assignment or otherwise. (THERE IS NOT

A LIMIT TO THE AMOUNTS COVERED BY THIS GUARANTY).

B. if checked, the debts, liabilities, or obligations, direct or contingent, secured or unsecured, joint, several, or joint or several of the Borrower to Bank evidenced by the following: subject to terms of collateral note and any extensions, renewals, modifications or replacements thereof. (THIS GUARANTY IS LIMITED TO \$322,967.26).

The undersigned waive notice of the following: acceptance of this Guaranty and notice of the incurring of any of the Liabilities of the borrower; presentment, demand for payment, protest, notice of protest, notice of dishonor or nonpayment of any instrument evidencing any of the Liabilities of the Borrower; notice of any alleged default, or notice of right to cure any default with respect to any of the Liabilities of the Borrower to the Bank; and notice of any lawsuit filed by or on behalf of the Bank against Borrower, or the taking of any other action by the Bank against, and any other notice to, any party liable for any of the Liabilities of Borrower (including the undersigned).

The Bank may at any time and from time to time (whether or not after revocation or termination of this Guaranty) without the consent of, or notice to, the undersigned; without incurring responsibility to the undersigned; and without impairing or releasing the obligations of the undersigned hereunder, do one or more of the following:

(1) renew, alter, or change in any manner the terms of any instrument evidencing any of the Liabilities of the Borrower, including any change in a) the rate of interest, and b) place, terms, or time of payment of any debt, liability, or obligation incurred directly or indirectly in respect thereof. This Guaranty shall apply to the Liabilities of the Borrower to the Bank as so changed, extended, renewed, or altered;

(2) sell, exchange, substitute, release, surrender, realize upon, or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged, mortgaged, or otherwise securing any of the Liabilities of the Borrower to the Bank hereby guaranteed or any debts, liabilities or obligations (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or exercise any right of setoff it may have.

(3) exercise or refrain from exercising any rights against the Borrower or others (including the undersigned) or otherwise act or refrain from acting:

(4) settle or compromise any of the Liabilities of the Borrower to the Bank hereby guaranteed or any security therefor, or any debt, liability, or obligation (including any of those thereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part of the Liabilities of the Borrower to the payment of any debt, liability, or obligation (whether due or not) of

the Borrower to creditors of the Borrower other than the Bank and the undersigned; and

(5) apply any sums by whomsoever paid or howsoever realized to any Liabilities of the Borrower (regardless of the origin thereof) to the Bank, regardless of the nature of any of the Liabilities of the Borrower to the Bank which remain unpaid and regardless of the Borrowers' application or use of the consideration, if any, received in connection with any of the Liabilities of the Borrower to the Bank.

No invalidity, irregularity, or unenforceability of all or any part of the Liabilities of the Borrower to the Bank hereby guaranteed, or in any of the documents securing all or any part of the Liabilities of the Borrower, shall affect, impair, or be a defense to this Guaranty, and this Guaranty is a primary obligation of the undersigned.

The undersigned agree that the obligations and guaranty of the undersigned and the rights of the Bank in any collateral by whomsoever at any time pledged, conveyed, or mortgaged to secure, or howsoever securing any of the liabilities of the Borrower, shall not be released, discharged, or in any way affected, nor shall the undersigned have any rights against the Bank, by reason of the fact that (i) a valid or perfected lien, security interest, or encumbrance in any of the collateral may not be conveyed to, obtained by, or created in favor of Bank; (ii) any of the collateral may be subject to equities or defenses or claims in favor of others or may be invalid or defective in any

way; (iii) the value of any of the collateral, or the financial condition of the Borrower, of any obligor, of any guarantor, or any of the collateral may not have been correctly estimated or may have changed or may hereafter change; or (iv) there is any deterioration, waste, or loss by fire, theft, or otherwise of any of the collateral.

The undersigned agree that the Bank shall not be required to resort first for payment to the Borrower, or other persons or corporations, their properties or estates, whether by lawsuit or otherwise, before enforcing this Guaranty. The undersigned further agree that Bank shall not be required to have any collateral or security applied to Liabilities of the Borrower (including other guaranties) before enforcing this Guaranty. The undersigned further agree that the Bank shall have a general lien on and security interest in and a right of setoff against all property of the undersigned including without limitation all deposits, cash, securities, notes, cash equivalents, or certificates of deposit now or hereafter in the Bank's possession or on deposit with the Bank, whether held in a general or special account [sic], or for safekeeping or otherwise, and such lien, security interest, and right of setoff may be enforced or exercised without demand upon or notice to the undersigned.

If box A is checked above, this Guaranty is a continuing one and all of the Liabilities of the Borrower to the Bank to which it applies or may apply under the terms hereof shall be conclusively presumed

to have been created in reliance hereon. As to each of the undersigned, this Guaranty shall continue until written notice of revocation signed by such undersigned, or until written notice of the death of such undersigned shall in each case have been actually received by the Bank, notwithstanding revocation by, or the death of, or complete or partial release for any cause of, any one or more of the remainder of the undersigned, or of the Borrower, or of anyone liable or obligated in any manner for any of the Liabilities of the Borrower hereby guaranteed or for the debts, liabilities, or obligations (including those hereunder) incurred directly or indirectly in respect thereof or hereof. No revocation or termination hereof shall affect in any manner rights arising under this Guaranty with respect to (a) Liabilities of the Borrower to the Bank which shall have been created, contracted, assumed, or incurred prior to receipt by the Bank of written notice of such revocation or termination or (b) Liabilities of the Borrower to the Bank which shall have been created, contracted, assumed, or incurred after receipt of such written notice pursuant to any contract entered into by the Bank prior to receipt of such notice; and the sole effect of revocation or termination hereof shall be to exclude from this Guaranty Liabilities of the Borrower to the Bank thereafter arising which are unconnected with Liabilities of the Borrower to the Bank arising or transactions entered into before the date of revocation or termination.

If claim is ever made upon the Bank for repayment or recovery of any amount or amounts

received by the Bank in payment or on account of any of the Liabilities of the Borrower to the Bank and the Bank repays all or part of said amount by reason of (a) any judgment, decree, or order of any court or administrative body having jurisdiction over the Bank or any of its property, or (b) any settlement or compromise of any such claim effected by the Bank with any such claimant (including the Borrower), then and in such event the undersigned agree that any such judgment, decree, order, settlement, or compromise shall be binding upon the undersigned, notwithstanding any revocation hereof or the cancellation of any note or other instrument evidencing any of the Liabilities of the Borrower to the Bank, and the undersigned shall be and remain liable to the Bank hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Bank.

Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by the Borrower or others (including the undersigned), with respect to any of the Liabilities of the Borrower to the Bank shall, if the statute of limitations in favor of the undersigned against the Bank shall have commenced to run, toll the running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

No delay on the part of the Bank in exercising any of its options, powers, or rights, or partial or single exercise thereof, shall constitute a waiver

thereof. No waiver of any of its rights hereunder, and no modification or amendment of this Guaranty, shall be deemed to be made by the Bank unless the same shall be in writing, duly signed on behalf of the Bank, and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of the Bank or the obligations of the undersigned to the Bank in any other respect at any other time.

The undersigned waive all rights of subrogation to Bank's rights against the Borrower until all of the Liabilities of the Borrower to the Bank guaranteed hereunder shall have been fully paid and discharged.

This Guaranty and the rights and obligations of the Bank and of the undersigned hereunder shall be governed [sic] and construed in accordance with the laws of the State of South Dakota; and this Guaranty is binding upon the undersigned, his, her, their, or its executors, administrators, successors, or assigns, and shall inure to the benefit of the Bank, its successors, or assigns.

The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" wherever used herein shall mean the undersigned or any one or more of them. Anyone signing this Guaranty shall be bound hereby, whether or not anyone else signs this Guaranty at any time. The term "Bank" includes any agent of the Bank acting for it.

CORPORATE ACKNOWLEDGEMENT

State of _____)
County of _____) ss.

On this _____ day of _____, 19____, before me, a Notary Public, personally appeared _____, to me personally known, who being by me duly sworn did say that he/she is the _____ of _____, a Corporation; that the seal affixed to the instrument is the seal of said Corporation (or that no seal has been provided by said Corporation); that said seal was signed (and sealed) on behalf of said Corporation by authority of its Board of Directors; and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation.

Notary Public

My Commission expires: _____

[ATTACHMENT 5]

COLLATERAL REAL ESTATE MORTGAGE - [ILLEGIBLE]

**MORTGAGE - COLLATERAL
REAL ESTATE MORTGAGE**

*THIS MORTGAGE, made this 28th day of
September in the year 1988, by Kenneth and
Maxine Long, Husband and Wife*

*of Dewey County and State of South Dakota
Mortgagors to Bank of Hoven, A South Dakota
Corporation, Box 7
of Hoven P. O., County of Potter and state of
South Dakota, Mortgagee;*

*WITNESSETH, that said Mortgagors hereby
mortgage to said Mortgagee the following de-
scribed premises situated in the County of Dewey
and State of South Dakota, to wit: Lot 7 and South 40'
of Lot 8, Block 29, in the Town (now City) of Timber
Lake, Dewey County, South Dakota, together with
carpets, drapes, T.V. and C.B. antennae and refrig-
erator.*

*as security for the payment to said mortgagee at
Hoven, South Dakota
of a principal sum not to exceed \$ 322,967.26 in
accordance with promissory notes, credit agreements,
checks, or any other indebtedness or commitments
between Mortgagor and Mortgagee, whether or not
evidenced by a written instrument or agreement, and
whether or not the same exists as of the date hereof, or*

is hereafter created or acquired by Mortgagee; all such indebtedness and commitments being hereinafter referred to as the "Obligations," said Obligations not to be in excess of \$ 322,967.26 , but nothing herein shall be considered as limiting the amounts which shall be secured when advanced to protect the security.

THE PARTIES AGREE THAT THIS MORTGAGE CONSTITUTES A COLLATERAL REAL ESTATE MORTGAGE PURSUANT TO SDCL 44-8-26.

This Mortgage shall, notwithstanding the fact that from time to time during the term hereof no indebtedness shall be due from Mortgagor to Mortgagee, constitute a continuing lien against the Property for the amount stated herein. If at any time the indebtedness due Mortgagee is zero, the Mortgagee shall, within ten days after receipt of written demand therefor by Mortgagor, execute and record a satisfaction of this Mortgage.

The original term of this Mortgage is five years unless such term is extended by the filing of an Addendum to this Mortgage. Any addendum to this Mortgage need be signed only by the Mortgagee. Upon the timely filing of such an addendum to this Mortgage, the effectiveness hereof shall be continued for five years after the date of filing this Mortgage whereupon it shall lapse unless another addendum to this Mortgage continuing the effectiveness of its lien is

filed prior to such lapse. Succeeding addendums to this Mortgage may be filed in the same manner to continue the effectiveness of the lien hereof.

SAID MORTGAGOR s further agree ___ to pay all taxes and assessments that may be levied upon said premises, before the same shall become delinquent (and to keep the buildings, if any, upon said premises safely insured for the benefit of said Mortgagee ___ in the sum of \$ 50,000.00 Dollars against loss by fire _____ and deliver the insurance policies to said Mortgagee ___).

[ATTACHMENT 1]**SECURITY AGREEMENT – GENERAL FORM**

September 28, 19 88

1. PARTIES – PROPERTY: The undersigned Debtor (jointly and severally) for value received hereby grants to the undersigned Secured Party or Lender, a security interest in the following described property:

All equipment, all machinery, all farm vehicles, all crops, all feed and grain; all livestock, all supplies used or produced in farming operations, all contract rights and accounts, all warehouse receipts or other documents of title affecting such goods, and all rights of debtor or payments in kind and ASCS farm program payments under the terms set between the debtor and the U.S. Dept. of Ag., whether now owned or hereafter acquired.

all products of, additions to and replacements thereof and all accessories, occasions [sic], parts and equipment now or hereafter affixed thereto or used in connection therewith, and the proceeds of all property secured hereby as set out below.

2. IF FARM PRODUCTS, CROPS OR FIXTURES ARE COLLATERAL: If this instrument includes livestock, then as additional collateral, Debtor assigns, transfers and conveys to Secured Party a security interest in and to all increase and issue thereof and additions, replacements and substitutions therefor, and all feed, both hay and grain,

owned by Debtor, all water privileges, and all equipment, used in feeding and handling said livestock and also all of Debtor's right, title and interest in all leases covering lands for pasture and grazing purposes. If crops, this agreement includes annual and perennial crops and products thereof growing or planted on the following described property; either before or after harvest and all additions and substitutions therefor; or if the property covered hereby is livestock, crops or fixtures, it is and will be located on the following described property in _____ County, South Dakota:

3. IF INVENTORY IS COLLATERAL: If this instrument includes inventory then Debtor hereby grants to Lender, a security interest in all of his inventory now owned or hereafter acquired and all replacements, substitutions, and additions thereto, and a security interest in all of Debtor's merchandise, raw materials, work in process and finished products.

A. Upon execution of this agreement and upon request of Secured Party at any time while the indebtedness hereby secured remains unpaid, Debtor will furnish to Secured party a signed statement, in form satisfactory to Secured Party, showing the current status of the inventory herein secured to include for any given period designated by Secured Party the opening inventory, inventory acquired, inventory sold and delivered, inventory sold and held for future delivery, inventory returned or repossessed, inventory used or consumed in Debtor's business, and closing inventory.

B. If at any given time the value of the collateral does not equal or exceed the total amount of indebtedness of Debtor to Secured Party, debtor shall at once pay the excess of indebtedness to Secured Party or transfer additional collateral to Secured Party to meet Secured Party's satisfaction.

4. OBLIGATIONS SECURED – OPEN END:

This security interest is given to secure the performance of the covenants and agreements herein set forth and for the payment of an indebtedness in the face amount of \$_____ as evidenced by a promissory note(s) or other instrument(s) executed by Debtor payable to the order of said Secured Party as therein provided, and with interest as therein set forth and for the payment of all extensions and renewals thereof and all changes in form of said indebtedness which may be from time to time effected by agreement between Secured Party and Debtor, and for all advances made by Secured Party for taxes, levies, premiums of insurance and repairs to or maintenance of said collateral or to protect or preserve the collateral against the claims of others and all money heretofore and hereafter advanced by Secured Party at his option to or for the account of Debtor and all other present or future, direct or contingent liabilities of Debtor to Secured Party of any nature whatsoever and however arising or acquired; and for interest on any money expended by Secured Party for taxes, levies and repairs to or maintenance of said collateral. All sums payable hereunder shall be paid at the place stated in the

promissory note or instrument, if any, and if none then at the location, of the Secured Party as stated below, and if none, then or the place of residence of the Secured Party.

5. This instrument shall be void upon payment of all obligations secured hereby.

6. INFORMATIONAL (check one or more)

- | | |
|--|--|
| <input type="checkbox"/> The address of the Debtor, below, is his residence. | <input checked="" type="checkbox"/> Such address is the Debtors chief place of business. |
| <input type="checkbox"/> Such address is where the Collateral is kept. | <input type="checkbox"/> Debtor is a non-resident of South Dakota. |

7. USE OF PROPERTY: Debtor warrants, covenants and agrees that, the property is or is to be used by Debtor primarily (check 1, 2 or 3),

1. In business
 - Equipment Inventory
2. For personal, family or household purposes;
3. In farming operations.
 - Farm Products Farm Equipment

8. PURPOSE: The security interest herein is given on this collateral

for a purchase money loan; otherwise,

9. THIS AGREEMENT SPECIFICALLY INCLUDES ALL OF THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY

REFERENCE. DEBTOR ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT FULLY COMPLETED.

BANK OF HOVEN
HOVEN, SOUTH DAKOTA 57450

By /s/ Don Bohr
Don Bohr, VP (Secured Party)

/s/ Kenneth Long
Kenneth Long (Debtor)

/s/ Maxine Long
Maxine Long (Debtor)

/s/ Ronnie Long
Ronnie Long (Debtor)

/s/ Lila Long
Lila Long (Debtor)

(Number of Street)

Box 186 Timber Lake, SD
(City)

Dewey South Dakota
(County) (State)

*Consider the desirability of joinder of spouse.

[ATTACHMENT 1]
UNITED STATES DEPARTMENT
OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
LOAN GUARANTY CERTIFICATE

Form 5-4756
 (April 1975)

Certificate No. A018700038

Long Family Land & Cattle Co. Inc.
 Borrower (Last Name First)

Property Address

Timber Lake, South Dakota 57656

City State & Zip Code

Lender – Name & Address

Dewey County Bank Box 129 Timber Lake, South Dakota 57656

Date March 27, 1987

Loan Amount	<u>\$350,000</u>
Percent of Loan Guaranteed	<u>80 %</u>
Interest Subsidy Rate [to Vary]	<u>2³/₄ %</u>
Premium Rate	<u>1/2 of 1 %</u>

This certificate is evidence of the loan described herein being guaranteed under the Indian Financing Act of 1974 (25 U.S.C. § 1451 et seq.) and the regulations of the Department of the Interior (25 CFR § 93 et seq.). If assigned, endorse on reverse and notify

[ATTACHMENT 1]
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
NOTICE OF ACQUISITION OF LOAN

Form 5-4756
 (April 1975)

To: Russell McClure
 Superintendent
Cheyenne River Sioux Tribes
 Agency
Eagle Butte, SD 57625
 Address

Long Land & Cattle Co.
 Borrower
Timber Lake, SD 57656
 Address
 Zip Code

Zip Code
 Seller: Dewey Co. Bank
 Name
Timber Lake, SD 57656
 Address

Purchaser: Bank of Hoven
 Name
Hoven, SD 57450
 Address

Zip Code
A018700038 3-27-87
 Guaranty Certificate No. & Date I.D. No.

Zip Code
9-28-88 46-0108210
 Date of Purchase I.D. No.

Original Amount of Loan	Balance Due		Accrued Unpaid Interest	Guaranty Prem. Rate	Interest Subsidy Rate
	Date	Amount			
\$350,000.00	10-18-88	\$322,967.26	\$35,699.77	2 ³ / ₄ V Above NY Prime	2 ³ / ₄ V

Security Acquired:
 All cattle and increases, machinery, all feed, grain, hay, horses, 2nd mortgage on residence in Timber Lake, SD.

The undersigned has read and agrees to comply with the applicable provisions of P.L. 93-262 and 25 CFR 93, and further certifies that it is subject to examination and supervision by an agency of the United States, a State or District of Columbia.

Bank of Hoven
 Purchaser
 By /s/ Don Bohr
 Title Asst. Vice Pres.

ACKNOWLEDGEMENT

Receipt, Notice of Acquisition of Loan is hereby acknowledged.

BUREAU OF INDIAN AFFAIRS

By /s/ [Illegible]
 Acting Assistant Area Director, Indian Program
 Title

10-26-88
 Date

[ATTACHMENT 6]**MORTGAGE - COLLATERAL
REAL ESTATE MORTGAGE**

*THIS MORTGAGE made this 15th day of No-
vember in the year 1990 by Kenneth and Maxine
Long, Husband and Wife of Dewey County and State
of South Dakota Mortgagor s, to Bank of Hoven, A
Corporation, Box 7 of Hoven P. O., County of Potter
and state of South Dakota, Mortgage _____.*

*WITNESSETH, that said Mortgagor s hereby
mortgage _____ to said Mortgagee _____ the following
described premises situated in the County of Dewey
and State of South Dakota, to-wit: Northwest Quarter
of Section Twenty Five, Township Seventeen, Range
Twenty Five (NW¹/₄ 25-17-25), All of Section Twenty
Eight Township Seventeen, Range Twenty Five (28-
17-25), East Half of Section Thirty Two, Township
Seventeen, Range Twenty Five (E¹/₂ 32-17-25). All of
Section Thirty Three, Township Seventeen, Range
Twenty Five (33-17-25), and the Southwest Quarter
of Section Thirty Four, Township Seventeen, Range
Twenty-Five (SW¹/₄ 34-17-25) all in Dewey County,
South Dakota, And the East Half of Section One,
Township Fifteen, Range Twenty Four (E¹/₂ 1-15-24),
All in Dewey County, South Dakota. as security for
the payment to said mortgagee _____ at Hoven, South
Dakota of a principal sum not to exceed \$472,275.00,
in accordance with promissory notes, credit agree-
ments, checks, or any other indebtedness or commit-
ments between Mortgagor and Mortgagee, whether or*

not evidenced by a written instrument or agreement, and whether or not the same exists as of the date hereof, or is hereafter created or acquired by Mortgagee; all such indebtedness and commitments being hereinafter referred to as the Obligations, said Obligations not to be in excess of \$472,275.00, but nothing herein shall be considered as limiting the amounts which shall be secured when advanced to protect the security.

THE PARTIES AGREE THAT THIS MORTGAGE CONSTITUTES A COLLATERAL REAL ESTATE MORTGAGE PURSUANT TO SDCL 44-8-26.

This Mortgage shall, notwithstanding the fact that from time to time during the term hereof no indebtedness shall be due from Mortgagor to Mortgagee, constitute a continuing lien against the Property for the amount stated herein. If at any time the indebtedness due Mortgagee is zero, the Mortgagee shall, within ten days after receipt of written demand therefor [sic] by Mortgagor, execute and record a satisfaction of this Mortgage.

The original term of this Mortgage is five years unless such term is extended by the filing of an Addendum to this Mortgage. Any addendum to this Mortgage need be signed only by the Mortgagee. Upon the timely filing of such an addendum to this Mortgage, the effectiveness hereof shall be continued for five years after the date of filing this Mortgage whereupon it

shall lapse unless another addendum to this Mortgage continuing the effectiveness of its lien is filed prior to such lapse. Succeeding addendums to this Mortgage may be filed in the same manner to continue the effectiveness of the lien hereof.

In case of default in the payment of said principal sum of money or any part thereof, or interest thereon at the time or times above specified for payment thereof, or in case of non-payment of any taxes, assessments, or insurance as aforesaid, or of breach of any covenant or agreement herein contained, then and in either case, the whole, principal and interest, of said note ___ shall at the option of the holder thereof, immediately become due and payable, and this mortgage may be foreclosed by action, or by advertisement as provided by statute or the rules of practice relating thereto, and this paragraph shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules, and any amendatory thereof.

/s/ Kenneth Long

/s/ Maxine Long

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF Potter)

On this the 15th day of November, 19 90, before me, Adele R. Enright, A Notary Public, the undersigned officer, personally appeared Kenneth and Maxine Long, Husband and Wife, known to me or satisfactorily proven to be the person whose name s are subscribed to the within instrument and acknowledged that t hey [sic] executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

/s/ Adele R. Enright
Notary Public
Title of Officer

Date Commission expires: 04-30-95

[SEAL]

No. 62365

**MORTGAGE
 COLLATERAL REAL
 ESTATE MORTGAGE
 WITH POWER OF SALE
 STATE FORM**

TO

STATE OF SOUTH DAKOTA)

) ss.

County of Dewey)

OFFICE OF REGISTER OF DEEDS,

*Filed for record this 4th day of January, 1991 at
10:30 o'clock a.M., and recorded in Book 37 of Mort-
gages, on page 265*

/s/ Jean Goldade

Register of Deeds.

Deputy.

Fees, \$ 5.00

**INDEXED
RECORDED
COMPARED**

When recorded return to _____

[ATTACHMENT 1]

[1/credit /s/ RMC 2/20/92]

FEB 19 1992

Credit

Mr. Tim Gapp
Bank of Hoven
Box 7
Hoven, South Dakota 57450

Dear Mr. Gapp:

We have completed a review of your Bank's BIA Guaranty Modification Request for the Long Family Land and Cattle Company. We are pleased to inform you the Modification has been approved for a 58% Guaranty contingent upon the conditions outlined in the enclosed Attachment.

The conditions do not exactly reflect the Modification request. We have taken the liberty of changing the dollar amounts to conform to our requirements and regulations.

Please review and sign the Attachment and return the original and two copies to the Superintendent, Cheyenne River Agency. Once the conditions have been met and the loan closed, please furnish the Agency Superintendent with three copies of all loan documents. The BIA Guaranty will be effective upon payment of the premium and our receipt of closing documents.

If you have any questions, please feel free to contact
Stacey Johnston at (605) 226-7381.

Sincerely,
(SGD) GARY HEITMANN
Acting Assistant Area Director
Indian Programs

Enclosures

cc:

Supt., Cheyenne River Agency, Credit
Washington Office, Financial Assistance, Code 270
Long Family Land/Cattle Co., Timber Lake, SD 57656

[ATTACHMENT 1]

United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
ABERDEEN AREA OFFICE
115 FOURTH AVENUE S.E.
ABERDEEN, SOUTH DAKOTA 57401

[SEAL]

[LOGO]

IN REPLY REFER TO:
Credit

FEB 26 1992

Mr. Tim Gapp
Bank of Hoven
P.O. Box 7
Hoven, South Dakota 57450

Dear Mr. Gapp:

We have completed a review of your Bank's BIA Guaranty Modification Request for the Long Family Land and Cattle Company. We are pleased to inform you the Modification has been approved for an 84% Guaranty contingent upon the conditions outlined in the enclosed attachment.

Please review and sign the Attachment and return the original and two copies to the Superintendent, Cheyenne River Agency. Once the conditions have been met and the loan closed, please furnish the Agency Superintendent with three copies of all loan documents. The Guaranty will be effective upon our receipt of the premium payment.

If you have any questions, please feel free to contact Stacey Johnston at (605) 226-7381.

Sincerely,

/s/ Donald E. Whitener
Assistant Area Director
Indian Programs

Enclosures

Attachment to Form 5-4755
Request for loan Guaranty –
Long Family Land & Cattle Co.
Modification #1

(f). Other Conditions

1. Bank will accept 58% guaranty calculated as follows:

Operating Line of Credit	\$ 50,000	90%	guaranty	3 yrs
1991 Operating Expenses	70,350	0%	guaranty	20 yrs
Existing real estate loan	8,336.87	0%	guaranty	20 yrs
Cattle Purchases	85,000	90%	guaranty	20 yrs
Accrued Interest	59,263.46	0%	guaranty	20 yrs
Vehicles	25,000	50%	guaranty	20 years
Existing Chattel Debt	48,000	0%	guaranty	20 yrs
Real Estate	293,927.40	80%	guaranty	20 yrs
Total Note	<u>639,877.73</u>	58%	guaranty	

- 2. The loan subsidy will be limited to 2.5%, fixed, and will be provided for the first three years. At the end of the third year, the need for the subsidy will be reviewed on an annual basis for the following two years.
- 3. Any secured income from this operation will be applied to guaranty before any other debt is paid, unless otherwise agreed to by the Bureau of Indian Affairs.
- 4. There will be a satisfactory field inspection completed before any guaranty funds are committed.

2/19/92 /s/ Gary R. Heitmann
Date [Acting] Assistant Area
 Director
 Indian Programs

Accepted by Bank of Hoven, Hoven, South Dakota

Date _____
 Signature

 Title

[ATTACHMENT 4]**GUARANTY**

In consideration of financial accommodations [sic] given or to be given or continued to Long Family Land & Cattle Co., Inc., herein called "Borrower" by Bank of Hoven herein called "Bank", the undersigned irrevocably and unconditionally guarantee to the Bank, payment when due, whether by acceleration or otherwise, of any and all Liabilities of the Borrower as defined below to the Bank, together with all interest thereon; all attorneys' fees, costs, and expenses of collection incurred by the Bank in enforcing any of such Liabilities of the Borrower; and all attorneys' fees, costs, and expenses incurred by the Bank in foreclosing, preserving, protecting, retaking, holding, and selling of any collateral as a result of the enforcement or foreclosure of any security interest or mortgage given by Borrower to Bank.

The term "Liabilities of the Borrower" shall mean and include:

A. if checked, all indebtedness, liabilities or obligations, direct or contingent, secured or unsecured, joint, several, or joint and several, of the Borrower to Bank, created or incurred for any purpose whatsoever, now existing or hereafter arising, due or to become due to, or held or to be held, by the Bank for its own account or as agent for another or others, whether created or incurred directly or acquired by assignment or otherwise. (THERE IS NOT

A LIMIT TO THE AMOUNTS COVERED BY THIS GUARANTY).

B. if checked, the debts, liabilities, or obligations, direct or contingent, secured or unsecured, joint, several, or joint or several of the Borrower to Bank evidenced by the following: _____
 _____ and any extensions, renewals, modifications or replacements thereof. (THIS GUARANTY IS LIMITED TO \$_____).

The undersigned waive notice of the following: acceptance of this Guaranty and notice of the incurring of any of the Liabilities of the Borrower; presentment, demand for payment, protest, notice of protest, notice of dishonor or nonpayment of any instrument evidencing any of the Liabilities of the Borrower; notice of any alleged default, or notice of right to cure any default with respect to any of the Liabilities of the Borrower to the Bank; and notice of any lawsuit filed by or on behalf of the Bank against Borrower, or the taking of any other action by the Bank against, and any other notice to, any party liable for any of the Liabilities of Borrower (including the undersigned).

The Bank may at any time and from time to time (whether or not after revocation or termination of this Guaranty) without the consent of, or notice to, the undersigned; without incurring responsibility to the undersigned; and without impairing or releasing the obligations of the undersigned hereunder, do one or more of the following:

(1) renew, alter, or change in any manner the terms of any instrument evidencing any of the Liabilities of the Borrower, including any change in a) the rate of interest, and b) place, terms, or time of payment of any debt, liability, or obligation incurred directly or indirectly in respect thereof. This Guaranty shall apply to the Liabilities of the Borrower to the Bank as so changed, extended, renewed, or altered;

(2) sell, exchange, substitute, release, surrender, realize upon, or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged, mortgaged, or otherwise securing any of the Liabilities of the Borrower to the Bank hereby guaranteed or any debts, liabilities or obligations (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or exercise any right of setoff it may have.

(3) exercise or refrain from exercising any rights against the Borrower or others (including the undersigned) or otherwise act or refrain from acting:

(4) settle or compromise any of the Liabilities of the Borrower to the Bank hereby guaranteed or any security therefor [sic], or any debt, liability, or obligation (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part of the Liabilities of the Borrower to the payment of any debt, liability, or obligation (whether due or not) of

the Borrower to creditors of the Borrower other than the Bank and the undersigned; and

(5) apply any sums by whomsoever paid or howsoever realized to any Liabilities of the Borrower (regardless of the origin thereof) to the Bank, regardless of the nature of any of the Liabilities of the Borrower to the Bank which remain unpaid and regardless of the Borrowers' application or use of the consideration, if any, received in connection with any of the Liabilities of the Borrower to the Bank.

No invalidity, irregularity, or unenforceability of all or any part of the Liabilities of the Borrower to the Bank hereby guaranteed, or in any of the documents securing all or any part of the Liabilities of the Borrower, shall affect, impair, or be a defense to this Guaranty, and this Guaranty is a primary obligation of the undersigned.

The undersigned agree that the obligations and guaranty of the undersigned and the rights of the Bank in any collateral by whomsoever at any time pledged, conveyed, or mortgaged to secure, or howsoever securing any of the liabilities of the Borrower, shall not be released, discharged, or in any way affected, nor shall the undersigned have any rights against the Bank, by reason of the fact that (i) a valid or perfected lien, security interest, or encumbrance in any of the collateral may not be conveyed to, obtained by, or created in favor of Bank; (ii) any of the collateral may be subject to equities or defenses or claims in favor of others or may be invalid or defective in any

way; (iii) the value of any of the collateral, or the financial condition of the borrower, of any obligor, of any guarantor, or any of the collateral may not have been correctly estimated or may have changed or may hereafter change; or (iv) there is any deterioration, waste, or loss by fire, theft, or otherwise of any of the collateral.

The undersigned agree that the Bank shall not be required to resort first for payment to the Borrower, or other persons or corporations, their properties or estates, whether by lawsuit or otherwise, before enforcing this Guaranty. The undersigned further agree that Bank shall not be required to have any collateral or security applied to Liabilities of the Borrower (including other guaranties) before enforcing this Guaranty. The undersigned further agree that the Bank shall have a general lien on and security interest in and a right of setoff against all property of the undersigned including without limitation all deposits, cash, securities, notes, cash equivalents, or certificates of deposit now or hereafter in the Bank's possession or on deposit with the Bank, whether held in a general or special account [sic], or for safekeeping or otherwise, and such lien, security interest, and right of setoff may be enforced or exercised without demand upon or notice to the undersigned.

If box A is checked above, this Guaranty is a continuing one and all of the Liabilities of the Borrower to the Bank to which it applies or may apply under the terms hereof shall be conclusively presumed

to have been created in reliance hereon. As to each of the undersigned, this Guaranty shall continue until written notice of revocation signed by such undersigned, or until written notice of the death of such undersigned shall in each case have been actually received by the Bank, notwithstanding revocation by, or the death of, or complete or partial release for any cause of, any one or more of the remainder of the undersigned, or of the Borrower, or of anyone liable or obligated in any manner for any of the Liabilities of the Borrower hereby guaranteed or for the debts, liabilities, or obligations (including those hereunder) incurred directly or indirectly in respect thereof or hereof. No revocation or termination hereof shall affect in any manner rights arising under this Guaranty with respect to (a) Liabilities of the Borrower to the Bank which shall have been created, contracted, assumed, or incurred prior to receipt by the Bank of written notice of such revocation or termination or (b) Liabilities of the Borrower to the Bank which shall have been created, contracted, assumed, or incurred after receipt of such written notice pursuant to any contract entered into by the Bank prior to receipt of such notice; and the sole effect of revocation or termination hereof shall be to exclude from this Guaranty Liabilities of the Borrower to the Bank thereafter arising which are unconnected with Liabilities of the Borrower to the Bank arising or transactions entered into before the date of revocation or termination.

If claim is ever made upon the Bank for repayment or recovery of any amount or amounts received

by the Bank in payment or on account of any of the Liabilities of the Borrower to the Bank and the Bank repays all or part of said amount by reason of (a) any judgment, decree, or order of any court or administrative body having jurisdiction over the Bank or any of the property, or (b) any settlement or compromise of any such claim effected by the Bank with any such claimant (including the Borrower), then and in such event the undersigned agree that any such judgment, decree, order, settlement, or compromise shall be binding upon the undersigned, notwithstanding any revocation hereof or the cancellation of any note or other instrument evidencing any of the Liabilities of the Borrower to the Bank, and the undersigned shall be and remain liable to the Bank hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Bank.

Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by the Borrower or others (including the undersigned), with respect to any of the Liabilities of the Borrower to the Bank shall, if the statute of limitations in favor of the undersigned against the Bank shall have commenced to run, toll the running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

No delay on the part of the Bank in exercising any of its options, powers, or rights, or partial or single exercise thereof, shall constitute a waiver

thereof. No waiver of any of its rights hereunder, and no modification or amendment of this Guaranty, shall be deemed to be made by the Bank unless the same shall be in writing, duly signed on behalf of the Bank, and each such waiver, if any, shall apply only with respect to the specific instance involved, and shall in no way impair the rights of the Bank or the obligations of the undersigned to the Bank in any other respect at any other time.

The undersigned waive all rights of subrogation to Bank's rights against the Borrower until all of the Liabilities of the Borrower to the Bank guaranteed hereunder shall have been fully paid and discharged.

This Guaranty and the rights and obligations of the Bank and of the undersigned hereunder shall be governed [sic] and construed in accordance with the laws of the State of South Dakota; and this Guaranty is binding upon the undersigned, his, her, their, or its executors, administrators, successors, or assigns and shall inure to the benefit of the Bank, its successors, or assigns.

The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" wherever used herein shall mean the undersigned or any one or more of them. Anyone signing this Guaranty shall be bound hereby, whether or not anyone else signs this Guaranty at any time. The term "Bank" includes any agent of the Bank acting for it.

CORPORATE ACKNOWLEDGEMENT

State of _____)
County of _____) ss.

On this _____ day of _____, 19____, before me, a Notary Public, personally appeared _____, to me personally known, who being by me duly sworn did say that he/she is the _____ of _____, a Corporation; that the seal affixed to the instrument is the seal of said Corporation (or that no seal has been provided by said Corporation); that said instrument was signed (and sealed) on behalf of said Corporation by authority of its Board of Directors; and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation.

Notary Public

My Commission expires: _____

[ATTACHMENT 1]

Attachment to Form 5-4755
Request for loan Guaranty –
Long Family Land & Cattle Co.
Modification #1

(f). Other Conditions

1. The loans will be structured as follows:

Operating Line of Credit Total Note #1	\$50,000 50,000	84%	guaranty	3 yrs
Cattle Purchases	85,000	84%	guaranty	20 yrs
Existing Guaranty	293,930	84%	guaranty	20 yrs
Total Note #2	<u>428,930</u>			
Real Estate	211,750	-0-	guaranty	20 yrs
Total Note #3	<u>211,750</u>			

2. The loan subsidy will be limited to 2.5%, fixed, and will be provided for the first three years. At the end of the third year, the need for the subsidy will be reviewed on an annual basis for the following two years.
3. Security for this guaranty will consist of a first lien on all receivables, livestock, feed, grain, crops, machinery, equipment now owned or hereafter acquired and a second lien on all real estate and vehicles.
4. No additional real estate loans will be advanced and the note will not contain a balloon clause.
5. A UCC/EFS will be executed in favor of the Bank of Hoven to perfect the security interest in the BIA guaranteed notes.
6. Proceeds from the sale of livestock or other products will first be applied to the BIA line of credit and term loan payment, followed by the scheduled payment on the unguaranteed notes. Any excess proceeds will be made available to offset operating funds for subsequent year. Such funds will directly reduce borrowers line of credit borrowing limit.

FEB 26 1992 /s/ (SGD) DONALD E. WHITENER
Date Assistant Area Director
 Indian Programs

[ATTACHMENT 1]

BH *BANK OF HOVEN*

April 9th, 1992

Bureau of Indian Affairs
Credit Office
Aberdeen, SD 57401

RE: Long Family guaranty loan request:

Dear Sirs,

The Bank of Hoven has approved the following loan request by Long Family Land & Cattle Co., Inc. contingent upon receiving an 80% BIA guaranty.

\$60,000.00 loan to purchase 100 head of yrl., heifers.
7 years, $2\frac{3}{4}\%$ + NY Prime interest rate.

Security to be used will be purchase money in 100 heifers, general farm security in all chattels and 1st mortgage on home in Timber Lake, SD.

This request will increase the breeding stock for the 1993 calf year. The first year approx. 10% of heifers will be sold as open heifers. Proceeds from the heifers sold will be used to pay interest. The first payment will call for interest only. The remaining 6 payments will be amortized for 6 equal payments of principal and interest.

Please review the enclosed application package. Feel free to call me if you have any questions regarding this matter. Thank you.

Sincerely,

/s/ Tim Gapp

Tim Gapp,
Asst. Cashier

[ATTACHMENT 1]

United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
ABERDEEN AREA OFFICE
115 FOURTH AVENUE S.E.
ABERDEEN, SOUTH DAKOTA 57401

[SEAL]

[LOGO]

IN REPLY REFER TO:
Credit

MAY 15 1992

Mr. Tim Gapp
Bank of Hoven
Box 7
Hoven, South Dakota 57450

Dear Mr. Gapp:

Thank you for the prompt submittal of the initial premium payment for the 84% loan guaranty modification for Long Family Land & Cattle Co., Inc.. Enclosed is the original of Loan Guaranty Certificate No. G922D1A0103.

Sincerely,

[Illegible]

[Acting] Assistant Area

Director
Indian Programs

Enclosure

**UNITED STATES DEPARTMENT
OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
LOAN GUARANTY CERTIFICATE**

Form 5-4756
(April 1975)

Certificate No. G922D1A0103

Long Family Land & Cattle Co., Inc.
Borrower (Last Name First)

Box 272
Property Address

Timber Lake, South Dakota 57656
City State & Zip Code

Lender – Name & Address

Bank of Hoven P.O. Box 7 Hoven, South Dakota 57450
--

Date May 15, 1992

Loan Amount	<u>\$428,930</u>
Percent of Loan Guaranteed	<u>84 %</u>
Interest Subsidy Rate	<u>2.5 %</u>
Premium Rate	<u>1/2 of 1 %</u>

This certificate is evidence of the loan described herein being guaranteed under the Indian Financing Act of 1974 (25 U.S.C. § 1451 et seq.) and the regulations of the Department of the Interior (25 CFR § 93 et seq.). If assigned, endorse on reverse and notify Commissioner as required in the Guarantee Agreement.

BUREAU OF INDIAN AFFAIRS

/s/ William C. [Illegible]
~~Commissioner of Indian Affairs~~
[Acting] Area Director

[ATTACHMENT 1]

[1/credit /s/ RMC 6/4/___]

JUN 21 1992

Credit

Mr. Tim Gapp
Bank of Hoven
Box 7
Hoven, South Dakota 57450

Dear Mr. Gapp:

We have completed a review of your Bank's BIA Guaranty request for the Long Family Land and Cattle Company in the amount of \$60,000. We are pleased to inform you the Modification has been approved for an 80% Guaranty contingent upon the conditions outlined in the enclosed Attachment Form 5-4755.

Please review and sign the Attachment and return the original and two copies to the Superintendent, Cheyenne River Agency. Once the conditions have been met and the loan closed, please furnish the Agency Superintendent with three copies of all loan documents. The Guaranty will be effective upon our receipt of the premium payment and NEPA documentation.

If you have any questions, please feel free to contact Stacey Johnston at (605) 226-7381.

Sincerely,
(SGD) Gary Heitmann
[Acting] Assistant Area
Director
Indian Programs

Enclosures

cc:

Supt., Cheyenne River Agency, Credit
Washington Office, Financial Assistance, Code 270
Mary McClammy, Loan Acctg. Sec., Albuquerque, NM
Long Family Land/Cattle Co., Timber Lake, SD 57656

[ATTACHMENT 1]

Attachment to Form 5-4755
Request for loan Guaranty –
Long Family Land & Cattle Co.

(f). Other Conditions

This loan will be structured as follows:

1. \$60,000 80% guaranty to purchase 100 head of yearling heifers and an interest rate of 2.75% above the New York Prime, fixed.
2. The loan subsidy will be limited to 1.75%, fixed, and will be provided for the first three years. At the end of the third year, the need for the subsidy will be reviewed on an annual basis for the following two years.
3. Security for this guaranty will consist of no less than first lien on all receivables, livestock, feed, grain, crops, machinery, equipment now owned or hereafter acquired and a real estate mortgage on house in Timber Lake.
4. This loan will be amortized for six years after an interest only payment the first year.
5. **This commitment is contingent upon applicant's full and complete compliance with requirements of National Environmental Protection Act (NEPA). No funds shall be disbursed prior to BIA receipt of written documentation confirming compliance with NEPA requirements.**

[ATTACHMENT 1]
UNITED STATES DEPARTMENT
OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
LOAN GUARANTY CERTIFICATE

Form 5-4756
 (April 1975)

Certificate No. G924C1A0113

Long Family Land & Cattle Company

Borrower (Last Name First)

Box 186

Property Address

Timber Lake, South Dakota 57656

City State & Zip Code

Lender – Name & Address

Bank of Hoven P.O. Box 7 Hoven, South Dakota 57450
--

Date FEB 22 1993

Loan Amount	<u>\$60,000</u>
Percent of Loan Guaranteed	<u>80 %</u>
Interest Subsidy Rate	<u>1.75 %</u>
Premium Rate	<u>1/2 of 1 %</u>

This certificate is evidence of the loan described herein being guaranteed under the Indian Financing Act of 1974 (25 U.S.C. § 1451 et seq.) and the regulations of the Department of the Interior (25 CFR § 93

et seq.). If assigned, endorse on reverse and notify Commissioner as required in the Guarantee Agreement.

BUREAU OF INDIAN AFFAIRS

/s/ (SGD) GARY HEITMANN
~~Commissioner of Indian Affairs~~
[Acting] Assistant Area Director,
Indian Programs

Attachment to Form 5-4755
Request for loan Guaranty –
Long Family Land & Cattle Co.

(f). Other Conditions

This loan will be structured as follows:

1. \$60,000 80% guaranty to purchase 100 head of yearling heifers and an interest rate of 2.75% above the New York Prime, fixed.
2. The loan subsidy will be limited to 1.75%, fixed, and will be provided for the first three years. At the end of the third year, the need for the subsidy will be reviewed on an annual basis for the following two years.
3. Security for this guaranty will consist of no less than first lien on all receivables, livestock, feed, grain, crops, machinery, equipment now owned or hereafter acquired and a real estate mortgage on a house in Timber Lake.
4. This loan will be amortized for six years after an interest only payment the first year.

5. This commitment is contingent upon applicant's full and complete compliance with requirements of National Environmental Protection Act (NEPA). No funds shall be disbursed prior to BIA receipt of written documentation confirming compliance with NEPA requirements.

Accepted by Bank of Hoven, Hoven, South Dakota

_____	_____
Date	Signature

	Title

**[ATTACHMENT 1]
BILL FOR COLLECTION**

DI-1040
Revised
(Aug. 1973)

Bill No. A0096718

Make remittance Payable to: Bureau of Indian Affairs
(Bureau or Office)

Date 3/19/93

Mail Payment To: 115 4th Ave. S.E., Aberdeen, SD 57401
(Address)

CV-A00-93-00157

PAYER:

Bank of Hoven
P.O. Box 7
Hoven, SD 57450

Amount of Payment \$ 1,024.18

Date	DESCRIPTION	Quantity	Unit Price		Amount
			Cost	Per	
	Premium payment for Long Family Land/Cattle Co., on Loan Guaranty No. G922D1A0103, on \$409,672.99, for the period 12/31/92 thru 6/30/93				1024.18
Bank of Hoven Expense Check #7292 dated 3/1/93				AMOUNT DUE THIS BILL, \$<u>1,024.18</u>	

Amount received, \$ _____

03-30-93

[/s/ JT] Joann Traversie

Auth. Coll.

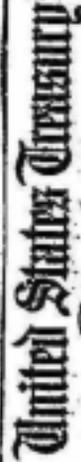
ACCOUNTING CLASSIFICATION (Appropriation Symbol must be shown; other classification optional)

001-A01100-92-14X4415-42900-5205 \$1,024.18

SENT TO ALBUQUERQUE 3-31-93 JT P 391 566 588

ADMINISTRATIVE OR BILLING COPY

[ATTACHMENT 1]




15-51 000 0721848 203
 05 13 93 86 WASHINGTON, D.C. 3007 87636916
 LONFANLAN 10 M1 BIA M305119502 14200699
 BANK OF HOVEN
 FOR LONG FAMILY LAND & CATTLE
 PO BOX 7
 HOVEN SD 57450
 \$**10403*64
 VOID AFTER ONE YEAR
 G. M. K...
 FEDERAL RESERVE NOTE

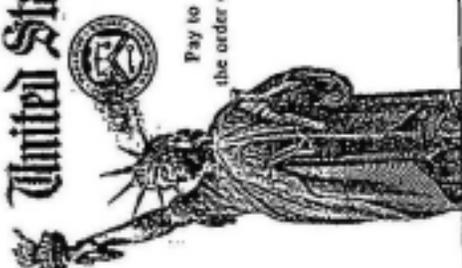
Pay to the order of
 INTEREST SUBSIDY, LOAN # A01687038
 000000518 876369164* 010593
 30074

Check No.

[Received 5-17-93]

[ATTACHMENT 1]

United States Treasury ¹⁵⁻⁵¹ 000 W 078 543 960



Pay to the order of

01 05 94 94 WASHINGTON, D.C. 3007 91261171
 LONFAMLAN 10 M1 BIA M301039401 14200699

BANK OF HOVEN
 FOR LONG FAMILY LAND & CATTLE
 PO BOX 7
 HOVEN SD 57450

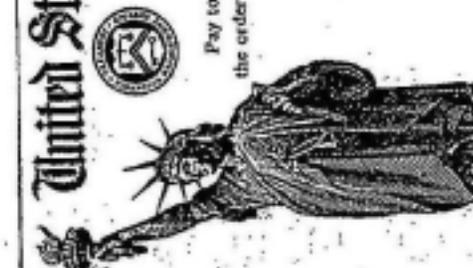
VOID AFTER ONE YEAR

Check No. *Con-Ville*

INT SUPP FOR 12/7/92-10/12/93

⑆000000518⑆ 91261171⑆ 010194

United States Treasury ¹⁵⁻⁵¹ 000 W 078 543 965



Pay to the order of

01 05 94 94 WASHINGTON, D.C. 3007 91261170
 LONFAMLAN 10 M1 BIA M301039401 14200699

BANK OF HOVEN
 FOR LONG FAMILY LAND & CATTLE
 PO BOX 7
 HOVEN SD 57450

VOID AFTER ONE YEAR

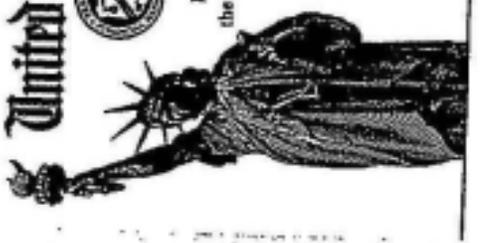
Check No. *Con-Ville*

INT SUPP FOR 12/7/92-10/12/93

⑆000000518⑆ 912611700⑆ 010194

[ATTACHMENT 1]

United States Treasury 15-51 P 226,383,398



Check No. 2036 60221311

12 09 94 64 PHILADELPHIA, PA
LONFANLAN TO M1 BIA M312069401 14200699

BANK OF HOVEN
FOR LONG FAMILY LAND & CATTLE
PO BOX 7
HOVEN SD 57450

\$***10693*36
VOID AFTER ONE YEAR

LOAN GUARANTY FOR 10/12/93-11/9/94

⑆2036⑆ ⑆000000518⑆ 602213117⑆ 011294

United States Treasury 15-51 P 226,383,399



Check No. 2036 60221312

12 09 94 62 PHILADELPHIA, PA
LONFANLAN TO M1 BIA M312069401 14200699

BANK OF HOVEN
FOR LONG FAMILY LAND & CATTLE
PO BOX 7
HOVEN SD 57450

\$****970*44
VOID AFTER ONE YEAR

LOAN GUARANTY FOR 10/12/93-11/9/94

⑆2036⑆ ⑆000000518⑆ 602213128⑆ 011294

[ATTACHMENT 1]

FOR CHECKS ISSUED BY THE FOLLOWING BANKS ONLY

BANK OF HOVEN - EXPENSE CHECK 9127

TAX ID 46-0108210 78-867/914

HOVEN, SOUTH DAKOTA 57450

Long Family Land & Cattle Co.

PAY TO THE ORDER OF *BIA*

AMOUNT *1092 AND 2 CTS*

DATE *1-20-95* **CHECK NO.** *9127* **AMOUNT** *1092 53*

BANK OF HOVEN

Shane S. Johnson

1009127 0091408579 100245090

[RECEIVED JAN 30 1995
Bureau of Indian Affairs Loan Accounting Section]

[ATTACHMENT 1]

***** RECEIPT FOR COLLECTION *****
UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF INDIAN AFFAIRS

COLLECTION DATE: 30-Jan-95

REMITTED BY: BANK OF HOVEN
FOR: LONG FAMILY LAND & CATTLE CO., INC.
POST OFFICE BOX 7
HOVEN, SD 57450

Vendor Code: LONFAMLAN 1

85

ACCOUNTING STRIP	DESCRIPTION	AMOUNT
	LOAN GUARANTY-G922D1A0103/G923C1A0113 FOR: LONG FAMILY LAND & CATTLE CO., INC.	
A00100 92 42900 5205 RPTC: 922D/923C	GUARANTY PREMIUM, POST ORIGINATION FEES – CHECK #9127 DATED 1/20/95 FOR THE PERIOD 1/1/95 TO 6/30/95	\$1,092.52
		Total: \$1,092.52

GUARANTEED LOAN PROGRAM
APRPOPRIATION 14X4415
FUND 42900
BFY 1992

[ATTACHMENT 21]

Last Will and Testament

I, Kenneth L. Long, of Timber Lake, Dewey County, South Dakota, being of sound mind and disposing memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other Wills and Codicils by me heretofore made.

I.

I hereby direct that all expenses of my last illness and funeral be paid out of my estate.

II.

I hereby devise unto Paulette Rowley my house and lots and all improvements thereon together with all personal property contents in said improvements and my car.

III.

I hereby devise unto my children, Myrna Fiddler, Ronnie Long, Robert Long and Terry Long all the rest and residue of my estate equally in undivided interests.

as his free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of the testator, signed the will as witnesses and that to the best of their knowledge the testator was at the time 18 or more years of age, of sound mind and under no constraint or undue influence.

/s/ Kenneth L. Long
Kenneth L. Long

/s/ Linda Dahlgren

/s/ Deb Holzer
Witnesses

Subscribed, sworn to and acknowledged before me by Kenneth L. Long, the testator, and subscribed and sworn to before me by Linda Dahlgren and Deb Holzer, witnesses, this 29th day of June, 1995.

/s/ Andrew Aberle
Andrew Aberle, Notary Public,
South Dakota

My Commission Expires: 10/15/98
(SEAL)

[Filed Dewey County
Timber Lake, South Dakota
JUL 28 1995
11:15 o'clock A.M.
[Illegible], Clerk]

[ATTACHMENT 1]

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

53378

PURCHASED BY

78-887/914

Long Family Land & Cattle Co.

11/28 95

NOT NEGOTIABLE

7,774.876

PAYABLE TO

RECEIVED FOR DEPOSIT
7774
NOV 26 1995

RECEIPT FOR BANK MONEY ORDER DRAWN ON

BANK OF HOVEN

HOVEN, SOUTH DAKOTA 57450

MEMORANDUM

FOR *Amy Soren*

Lease Payment

⑆053378⑆ ⑆091408679⑆ 100241090⑆

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

53379

PURCHASED BY

78-887/914

Long Family Land & Cattle Co.

11/28 95

NOT NEGOTIABLE

9,602.73

PAYABLE TO

RECEIVED FOR DEPOSIT
9602.73
NOV 26 1995

RECEIPT FOR BANK MONEY ORDER DRAWN ON

BANK OF HOVEN

HOVEN, SOUTH DAKOTA 57450

MEMORANDUM

FOR *Amy Soren*

Lease payment

⑆053379⑆ ⑆091408679⑆ 100241090⑆

[ATTACHMENT 2]

BH *BANK OF HOVEN*

April 26th, 1996

Ronnie Long

Box 272

Timber Lake, S.D. 57656

Dear Ronnie:

This is an update to my letter written on April 17, 1996. I had previously talked to you about the bank foreclosing on the land base and the house in Timber Lake. The house would be sold with the sale proceeds applied to your BIA guaranteed debt, and the land base would be deeded to the bank and sold back to you on a contract.

There appears to be some difficulties in dealing with this situation in that manner. After talking to our legal counsel, David Von Wald, the only way the bank could sell this property back to you would be for you to secure financing through another financial institution or go through a government agency guaranteed loan such as FHA, BIA or SBA through our bank. This is because of possible jurisdictional problems if the bank ever had to foreclose on this land when it is contracted or leased to an Indian owned entity on the reservation.

Please call me at the bank if you have any questions on the above matter. We will try to proceed as soon as possible to secure financing through one of the above federal agencies or you can try to secure financing

through another financial institution, as these appear to be the only ways we could sell the land base back to you. Thank you!

Sincerely,

/s/ Charles Simon
Charles Simon, VP
Bank of Hoven
P.O. Box 7
Hoven, S.D. 57450

[ATTACHMENT 3]

November 1, 1996

Proposed Loan Agreement between Long Family Land and Cattle Co., Inc. (LFL&CC) and the Bank of Hoven:

The Bank of Hoven has received deed to approximately 2230 acres of real estate in Dewey County and a house in Timber Lake, S.D. through the estate of Kenneth Long. The bank will lease the farm and ranch real estate to LFL&CC for three years with an option to purchase. The selling price on this land is \$468,000.00 plus any misc. selling expenses. The bank will pay off the State Enhancement debt for approximately \$90,000.00, past due taxes for approximately \$23,000.00, attorney fees for approximately \$9000.00 and title insurance cost for \$473.00. These amounts will be deducted from the \$468,000.00 for a net remaining amount of approximately \$345,527.00. The house, in Timber Lake will be given a credit for \$10,000.00. The approximate amount of \$355,527.00 will be taken off of LFL&CC bank debt. It will pay off land note# 98179 for \$198,699.83, LIFO note# 2002 for \$48,000.00, OL note# 2470 for \$5000.00, backhoe note# 1866 for \$3500.00, BIA guaranteed note# 98262 for \$44,696.24, BIA guaranteed note# 98809 for \$43,132.05 with the balance of proceeds of \$12,498.88 to be applied to interest on BIA guaranteed note# 98181. If the house in Timber Lake sells for less than \$10,000.00, after the bank receives the sale amount plus reimbursement for any

misc. selling costs, the shortage will be added to the selling price on the land for \$468,000.00. If the house sells for more than \$10,000.00, and the bank receives \$10,000.00 plus reimbursement for any misc. selling costs, the extra amount will be taken off of the selling price of \$468,000.00. This amount will accrue interest at 8.50%. The bank will receive the CRP payments of approximately \$44,000.00 for 1997, 1998 and 1999. Interest will be paid 1st each year upon receipt of the CRP payment with the balance to go toward principal reduction. Annual real estate taxes and liability and building insurance will be the responsibility of LFL&CC. The terms and conditions of the lease with option to purchase will be reviewed at the maturity date of November 1, 1999.

Another loan will be made to LFL&CC for \$100,000.00 to give them a credit for 250 calves at \$250/hd or \$62,500.00 with the balance of \$37,500 to be used to purchase another 110 calves to be fed and pastured with their own calves. The \$62,500.00 will be used to help pay interest current on all bank debt for approximately \$91,000.00 of which approximately \$12,500.00 would already be paid from the land credit proceeds as stated above. The balance of the interest would be paid from sale of wheat, millet and 10 assorted yearlings. The bank would have 1st security on all calves and yearlings with the note to be paid 1st in the fall when yearlings are sold.

Another loan will be made to LFL&CC for \$70,000.00 under a 90% BIA guarantee to pay annual operating and living expenses. This note will have 2nd security

to the calves and yearlings and 1st security to the crops. It will be paid down to \$1.00 annually.

BIA guaranteed note# 98181 can be rescheduled into a 20 year loan with the guarantee to increase to 90%. Security on this loan would be all cows, bulls and machinery. Annual payment would be made each fall when yearlings and crops are sold.

[This is the agreement that was wrote on the black-board when deal was made. The Bank paid these bills but they were charged to my debt. The only thing that happened was the land was [illegible]]

[EXHIBIT 4]**LEASE WITH OPTION TO PURCHASE**

* * *

This Indenture, made and entered into and executed in duplicate this 5th day of December, 1996, by and between Bank of Hoven, a South Dakota Banking Corporation, P.O. Box 7, Hoven, South Dakota 57450, P.O., lessor, and Long Family Land and Cattle Company, Inc., of P.O. Box 272, Timber Lake, South Dakota 57656, lessee, WITNESSETH:

That the Lessor in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease and let unto the said lessee, and the said lessee does hereby hire and take from the said lessor, the following described real estate situated in Dewey County, South Dakota:

The East Half ($E^{1/2}$) of Section One (1), Township Fifteen (15) North, Range Twenty Four (24), East of the Black Hills Meridian;

The Northwest Quarter ($NW^{1/4}$) of Section Twenty Five (25), all of Section Twenty Eight (28), the East Half ($E^{1/2}$) of Section Thirty Two (32), the Northeast Quarter ($NE^{1/4}$), the West Half of the Northeast Quarter of the Northwest Quarter ($W^{1/2}NE^{1/4}NW^{1/4}$), the Southeast Quarter of the Northeast Quarter of the Northwest Quarter ($SE^{1/4}NE^{1/4}NW^{1/4}$), the West Half of the Northwest Quarter ($W^{1/2}NW^{1/4}$) and the Southeast Quarter of the Northwest Quarter ($SE^{1/4}NW^{1/4}$) and the South Half ($S^{1/2}$) of Section Thirty Three (33);

and the Southwest Quarter (SW^{1/4}) of Section Thirty Four (34), all in Township Seventeen (17) North, Range Twenty Five (25), East of the Black Hills Meridian, subject to easements, reservations and conveyances, if any, existing and of record,

to have and to hold, the above leased premises unto the said lessee for the full term of two (2) years from and after December 5, 1996.

LEASE PAYMENTS:

The said lessee agrees to and with the said lessor to pay as rent for the above described real estate, the sum of Forty Four Thousand One Hundred Ninety Eight Dollars (\$44,198.00), per year, payable in approximately October or November of 1997 and 1998. Said payment is a CRP payment which will be payable from the United States Government to lessee, and lessee agrees to assign said payment to lessor so that lessor may receive said payment directly from the United States Government.

NO ASSIGNMENT OR SUBLETTING:

It is understood that the lessee shall not have the right to sublet the above described real estate, or any part thereof, nor assign this lease without the prior written consent of the lessor.

REAL ESTATE TAXES:

The lessee shall pay the 1996 real estate taxes which become due and a lien on January 1, 1997, and the 1997 real estate taxes which become due and a

lien on January 1, 1998, before the same shall become delinquent.

POSSESSION:

The lessee is currently in possession of the above described real estate and its possession shall terminate on December 5, 1998.

OPTION TO PURCHASE:

The lessee shall have an option to purchase the above described real estate during the term of this lease under the following terms and conditions:

A. The option purchase price for the above described real estate shall be the sum of Four Hundred Sixty Eight Thousand Dollars (\$468,000.00).

B. In the event lessee wishes to exercise its option to purchase, it must give notice to lessor in writing and pay five percent (5%) of the purchase price and furnish the remaining balance of purchase price within sixty (60) days of the date of any such notice.

C. Lessee shall pay all selling expenses, including attorney fees, transfer fees, title insurance and any other miscellaneous expenses, including real estate taxes.

D. Lessor agrees to provide a Quit Claim Deed only, quitclaiming its interest in the above described real estate to the lessee, upon receipt of the entire purchase price.

E. Lessor agrees that there is currently a mortgage under the State Enhancement Program which it shall forthwith pay off, and additionally it shall satisfy any mortgages wherein the Bank of Hoven is presently the mortgagee.

F. Lessor now owns residential real estate in Timber Lake, formerly owned by Kenneth Long, and has credited lessee's notes for \$10,000.00. In the event[s] said residential property is sold for more than \$10,000.00, lessee[or /s/ RL] agrees to reduce the selling price of the above described farm real estate any net amount, after expenses exceeding \$10,000.00. In the event said residential real estate is sold for less than \$10,000.00, the selling price of the above described farm real estate shall be increased by the net amount, after expenses of less than \$10,000.00. Lessor does not warrant that it will sell said residential real estate nor is it under any obligation to attempt to sell the same. In the event it is not sold at the time lessee exercises its option to purchase, the option price of the farm real estate shall not be affected. If lessor later sells said residential real estate, or if lessee does not exercise its option to purchase, any proceeds from the sale of said residential property will be the Bank of Hoven's.

G. In the event lessee exercises its option to purchase, all rent payments received prior to the purchase of said real estate will be credited against the purchase price of said real estate, minus an amount equal to interest at the rate of eight and one-half

percent (8.5%) per annum on the unpaid balance of purchase price from and after December 5, 1996.

INSURANCE:

Lessor will purchase a policy of insurance insuring the buildings located on the above described real estate against loss by fire and extended coverage along with liability insurance, and it shall be the responsibility of the lessee to reimburse the lessor for the cost of all such insurance.

WASTE:

Lessee agrees that it shall not commit any waste on the above described real estate and shall farm or graze said real estate in a good and husbandlike manner and shall maintain the buildings and fences in a good state of repair, reasonable wear and tear by the elements alone excepted, at its expense.

DEFAULT:

That should the lessee fail to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, and in that event, it shall be lawful for the said lessor to re-enter and take possession of the above rented premises and to hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid, and the covenants to be performed by the said lessee for the full term of this lease and to pursue any other remedy accorded to lessor by law. In the event lessee defaults under the terms and conditions of this agreement, the option to purchase above mentioned shall terminate upon

In Witness Whereof, I hereunto set my hand and official seal.

/s/ David A. Von Wald
Notary Public

My Commission Expires
July 22, 2001

(SEAL)

[EXHIBIT 5]

Loan agreement between Long Family Land and Cattle Co. Inc. and the Bank of Hoven.

The Bank of Hoven has received a deed to property described in exhibit A attached here to, through the estate of Kenneth Long. The Bank of Hoven will credit Long Family Land and Cattle Co. Inc. from the sale proceeds as follows:

Credit for land	\$468,000.00
Credit for house	<u>\$ 10,000.00</u>
	\$478,000.00
Less State Enhancement payoff	\$82,447.88
Less past due taxes	\$23,314.38
Less attorneys fees	\$ 9,540.10
Less title search	\$ 473.00
Less title ins	\$1,118.25
Less payment in full of note #98179 [RENOTE]	\$206,566.16
Less payment in full of note #2002 [BIA Subordination]	\$50,301.51
Less payment in full of note 2470 [Emergency Feed Note]	\$5,312.69

Less payment in full of note #1866 (Ronnie & Lila Long)	\$3,928.56
Less payment in full of note #98262 [BIA Guaranteed Note 84%]	\$60,669.21
Less partial payment on note #98809 [BIA Guaranteed Note 80%]	<u>\$34,328.26</u>
	\$478,000.00

The Bank of Hoven will request, from the BIA, to increase the guarantee to 90% and to reschedule note #98181 (prin, int. and late charges), over 20 years with an annual payment from crop and yearling sales. Primary security will be cows, bulls and machinery. The Bank of Hoven will also request a 90% BIA guarantee on a \$70,000.00 annual operating loan. This note will be secured by a 2nd lien on calves, yearlings, and a first lien on crops, and will be paid down to \$1.00 annually.

If the BIA guarantee requests are approved, then the Bank of Hoven will make a loan to Long Family Land and Cattle Co. Inc. for \$53,500.00 to pay off the balance of note #98809 for approximately \$17,000.00, with \$37,500.00 to be used to purchase 110 calves to be fed and pastured with their own calves. The sale proceeds from wheat, millet, and 10hd of assorted yearlings will be applied to note #98809 first with any balance to be applied to the \$53,500.00 note. The Bank of Hoven will have a 1st security interest on all

calves and yearlings and will apply those sales to the \$53,500.00 note first.

The Bank of Hoven will enter into a lease/purchase option on the approximately 2230 acres of land only described in exhibit A, under a separate agreement attached hereto.

Dated this 5th day of Dec, 1996

Long Land and Cattle Co. Inc.

by /s/ Ronnie Long pres.

by /s/ Lila Long Sec. Treasure

Bank of Hoven

by /s/ James Nielsen A V.P.

[EXHIBIT 6]**BH** *BANK OF HOVEN*

December 12, 1996

Russell McClure, Supt.
Cheyenne River Sioux Tribe
Box 590
Eagle Butte, SD 57625

Re: Long Family Land and Cattle Co. Inc.

Dear Mr. McClure:

The Bank of Hoven is requesting to restructure its current BIA guarantee loan #98181 in the approximate amount of \$415,000.00 over 20 years @9.25% variable, payable in annual payments. We would also request an \$85,000.00 line of credit for operating expenses. The Bank would also make a direct loan on a LIFO basis of approximately \$41,000.00 to purchase 110 calves for \$37,500.00 and to refinance BIA guarantee note #98809, after applying the proceeds from 10 hd of yearlings, wheat and millet sales.

This restructuring [sic] we feel is in the best interest of the borrower to allow them some time to work through this low cattle market and will lessen the chance for the U.S. Gov't of the Bank calling the guarantee. The Long's have deeded some real estate to the Bank for credit on their loans, and are leasing this real estate from the Bank, and with this reduction in debt and a restructuring [sic] of the existing debt we feel that the operation can cash flow even during this low cattle price cycle and begin to rebuild the financial structure

of the ranching operation. We have enclosed the financial statements and cash flows to support this position.

We would request that the guarantee % be increased to 90% on note # 98181 and that the line of credit be a 90% guarantee. We hope that you can look favorably on this request to allow the Long's to continue on in their life long ranching operation.

Thank you.

Sincerely yours,

James Nielsen, AVP

Monthly Cash Flow (Agri-Business)Name: Ron Long

Year 1

Date: 11/96 to 10/97

Month	11	12	1	2	3	4	5	6	7	8	9	10	Total
Cash, beginning:		(\$28,227)	(\$31,777)	(\$35,327)	(\$42,877)	(\$46,427)	(\$50,777)	(\$69,827)	(\$77,377)	(\$80,927)	(\$84,477)	\$54,373	\$0
Grain	\$12,125	96 wheat and millet.							200 @ 25 @ \$3.50		\$17,500		\$29,625
Int subsidy and CRP	\$22,000											\$44,168	\$66,168
Calf sales 50% 135 @ \$350												\$47,250	\$47,250
Yearling sales	\$4,800	10 @ \$480								320 @ \$520		\$166,400	\$171,200
37,500 + \$3,000; 40 Culls @ \$300	\$52,500												\$52,500
Cash available:	\$91,425	(\$28,227)	(\$31,777)	(\$35,327)	(\$42,877)	(\$46,427)	(\$50,777)	(\$69,827)	(\$77,377)	(\$80,927)	\$99,423	\$145,791	\$366,743
Operating Expenses:													
Car & Truck													\$0
Chemicals								\$4,000					\$4,000
Conservation													\$0
Custom Hire (machine work)													\$0
Depreciation													\$0
Employee Benefits													\$0
Feed	\$19,800												\$19,800
Fertilizers				\$4,000									\$4,000
Freight & Trucking													\$0
Gasoline, Fuel & Oil	\$700	\$700	\$700	\$700	\$700	\$1,100	\$1,700	\$700	\$700	\$700	\$1,700	\$2,700	\$12,800
Insurance (other than health)	\$4,000												\$4,000
Interest – other												\$9,809	\$9,809
Labor hired	\$600	\$600	\$600	\$600	\$600	\$1,000	\$1,000	\$600	\$600	\$600	\$600	\$600	\$8,000
Pension & Profit-sharing													\$0
Rent or lease (Eqmt., etc.)													\$0
Rent or lease (Animals, Land)	\$16,702						\$7,000						\$23,702
Repairs & Maintenance	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,800
Seeds and plants							\$3,600						\$3,600
Storage and warehousing													\$0
Supplies	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400
Taxes	\$3,500						\$3,500						\$7,000
Utilities	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$4,200
Veterinary, breeding & medicine	\$6,600												\$6,600
Miscellaneous (specify)													\$0
Total Cash Expenses:	\$52,852	\$2,250	\$2,250	\$6,250	\$2,250	\$3,050	\$17,750	\$6,250	\$2,250	\$2,250	\$3,250	\$14,059	\$114,711

1) Advance on calves and purchase \$40,500 2) OLC
 3) BIA term note \$415,000 20 yrs 9.25% \$46,246 4) Lease/purchase option w/bank \$44,168

Capital expenditures	\$12,000	20 cows @ \$600								20 12 cows @ \$600	\$12,000	\$24,000		
Livestock purchases	\$53,500	Lvstk purchase and note 98809 payoff												
Owner's withdrawal	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$15,600	
Loan repayment											\$40,500	\$90,414	\$130,914	
Total Other Disbursements:	\$66,800	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$41,800	\$103,714	\$224,014
Total Cash Disbursements:	\$119,652	\$3,550	\$3,550	\$7,550	\$3,550	\$4,350	\$19,050	\$7,550	\$3,550	\$3,550	\$45,050	\$117,773	\$338,725	
TOTAL CASH ENDING:	(\$28,227)	(\$31,777)	(\$35,327)	(\$42,877)	(\$46,427)	(\$50,777)	(\$69,827)	(\$77,377)	(\$80,927)	(\$84,477)	\$54,373	\$28,018	\$28,018	

Monthly Cash Flow (Agri-Business)Name: Ron Long

Year 2

Date: 11/97 to 10/98

Month	11	12	1	2	3	4	5	6	7	8	9	10	Total
Cash, beginning:	\$28,018	\$42,965	\$4,415	\$865	(\$6,685)	(\$10,235)	(\$14,585)	(\$33,635)	(\$41,185)	(\$44,735)	(\$48,285)	\$56,115	\$28,018
Grain									200 @ 25 @ \$3.50		\$17,500		\$17,500
Int subsidy and CRP	\$11,294											\$44,168	\$55,462
Calf sales 50% 144 @ \$375												\$54,000	\$54,000
Yearlings 235 @ \$550											\$129,250		\$129,250
135 @ \$280, 20 Culls @ \$400	\$45,800												\$45,800
Cash available:	\$85,112	\$42,965	\$4,415	\$865	(\$6,685)	(\$10,235)	(\$14,585)	(\$33,635)	(\$41,185)	(\$44,735)	\$98,465	\$154,283	\$330,030
Operating Expenses:													
Car & Truck													\$0
Chemicals								\$4,000					\$4,000
Conservation													\$0
Custom Hire (machine work)													\$0
Depreciation													\$0
Employee Benefits													\$0
Feed	\$10,395												\$10,395
Fertilizers				\$4,000									\$4,000
Freight & Trucking													\$0
Gasoline, Fuel & Oil	\$700	\$700	\$700	\$700	\$700	\$1,100	\$1,700	\$700	\$700	\$700	\$1,700	\$2,700	\$12,800
Insurance (other than health)	\$4,000												\$4,000
Interest – other												\$929	\$929
Labor hired	\$600	\$600	\$600	\$600	\$600	\$1,000	\$1,000	\$600	\$600	\$600	\$600	\$600	\$8,000
Pension & Profit-sharing													\$0
Rent or lease (Eqmt., etc.)													\$0
Rent or lease (Animals, Land)	\$16,702						\$7,000						\$23,702
Repairs & Maintenance	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,800
Seeds and plants							\$3,600						\$3,600
Storage and warehousing													\$0
Supplies	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400
Taxes	\$3,500						\$3,500						\$7,000
Utilities	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$4,200
Veterinary, breeding & medicine	\$4,000												\$4,000
Miscellaneous (specify)													\$0
Total Cash Expenses:	\$40,847	\$2,250	\$2,250	\$6,250	\$2,250	\$3,050	\$17,750	\$6,250	\$2,250	\$2,250	\$3,250	\$5,179	\$93,826

1) Advance on calves 135 @ \$280 \$37,800 2) OLC
 3) BIA term note \$415,000 20yrs 9.25% \$46,246 4) Lease/purchase option w/bank \$44,168

OTHER DISBURSEMENTS:														
Capital expenditures														\$0
Livestock purchases		\$35,000	100 yrlg @ \$350									\$37,800		\$72,800
Owner's withdrawal	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$15,600
Loan repayment													\$90,414	\$90,414
Total Other Disbursements:	\$1,300	\$36,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$39,100	\$91,714	\$178,814
Total Cash Disbursements:	\$42,147	\$38,550	\$3,550	\$7,550	\$3,550	\$4,350	\$19,050	\$7,550	\$3,550	\$3,550	\$42,350	\$96,893	\$272,640	
TOTAL CASH ENDING:	\$42,965	\$4,415	\$865	(\$6,685)	(\$10,235)	(\$14,585)	(\$33,635)	(\$41,185)	(\$44,735)	(\$48,285)	\$56,115	\$57,390	\$57,390	

[EXHIBIT 3]**PERSONAL REPRESENTATIVE'S DEED**

Paulette Long as the duly appointed, qualified and acting personal representative of the estate of Kenneth L. Long, deceased, grantor, for valuable consideration, sells, conveys, transfers, assigns and releases to Bank of Hoven, grantee, of Hoven, South Dakota, 57650, P.O., all interest of the decedent and the estate of the decedent in the following described real estate in Dewey County, South Dakota:

Township 15 North, Range 24 E.B.H.H.:

Section 1: E^{1/2}

Township 17 North, Range 25 E.B.H.H.:

Section 25: NW^{1/4}

Section 28: All

Section 32: E^{1/2}

Section 33: NE^{1/6}, W^{1/2}NE^{1/4}NW^{1/4},
SE^{1/4}NE^{1/4}NW^{1/4}, W^{1/2}NW^{1/4} &
SE^{1/4}NW^{1/4} & S^{1/2}

Section 34: SW^{1/4}

Lot 7 and south 40 feet of Lot 8, Block 29 in the Town (now City) of Timber Lake, South Dakota, together with improvements thereon, subject to easements and restrictions of record.

Exempt from transfer fee
SDCL 43-4-22(6)

OFFICE OF REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)

) ss.

County Of Dewey)

I hereby certify that the within instrument was filed in this office for record on the 27th day of December A.D. 1996 at 10:30 o'clock A.M., and was duly recorded in Book 39 of Deeds on Page 1

s/ [Illegible]

Register of Deeds

(SEAL)✓

Fee \$5.00

By _____ Deputy

[ATTACHMENT 4]

BH *BANK OF HOVEN*

January 16, 1997

Dennis Huber
ND/SD Indian Business Development Center
Bismarck, N.D. 58504

Dear Dennis,

The Bank of Hoven has received a deed to property previously owned by Kenneth Long, Timber Lake, S.D. worth \$468,000.00 on farm and range real estate and \$10,000.00 on a house in Timber Lake. This value of \$478,000.00 has been used to pay off prior real estate debt, taxes, attorney fees, title fees and bank debt owed by Long Family Land and Cattle Co., Inc., Timber Lake, S.D.

Longs are also in the process of receiving a rescheduling of the remaining present BIA guaranteed debt of \$343,874.42 over a 20 year term. They will also be receiving a BIA guaranteed operating loan for \$70,000.00 for annual operating expenses. Upon receiving the BIA guarantee shortly, they will also receive a direct bank loan for \$53,500.00 to be used to refinance bank debt and purchase feeder cattle.

These credits and loans would not have been possible without your expertise and assistance. We appreciate your efforts in helping the bank secure this loan package and reduction of bank debt for the Longs.

Please all me at the bank if you have any questions
on the above information. Thank You!

Sincerely,

/s/ Charles Simon

Charles Simon, VP

Bank of Hoven

P.O. Box 7

Hoven, S.D. 57450

[ATTACHMENT 5]

[SEAL] United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
Aberdeen Area Office
115 Fourth Avenue S.E.
Aberdeen, South Dakota 57401

REPLY REFER TO:

Community Services/Economic Development
MC-305

FEB 14 1997

James Nielsen
Assistant Vice President
Bank of Hoven
P.O. Box 7
Hoven, South Dakota 57625

Dear Mr. Nielsen:

This letter is to recap your conversation with Loan Specialist, Stacey Johnston on February 3, 1997 and respond to your December 12, 1997 submission on the Long Family Land Cattle Co. Inc.

Your December 12, 1997 request involved a restructuring of the term guaranty, a new \$85,000 line of credit, a LIFO on \$41,000 to purchase livestock, and an increase of the guaranty percentage. Loan Specialist, Stacey Johnston informed you that this kind of request would have to be viewed as a modification, which requires a more complete application. Modification criteria is clearly outlined in your Loan Guaranty Agreement and 25 CFR 103.21. This reference

material is the basis for our programs and should be adhered to when requesting, modifying, servicing and collecting guaranteed loans.

We understand the emergency situation caused by the severe winter conditions. Therefore, we concur with a loan for emergency expenses. These expenses should be documented and readily available to the Agency Superintendent. This decision is made with the intention of preserving collateral. Refer to 25 CFR 103.22 for further direction and documentation.

We will not act on your December 12, 19976 requests until we receive a complete application. Under separate cover, we are again sending a copy of 25 CFR 103.

/s/ [Illegible]
Area Director

[EXHIBIT 14]

February 18th, 1997

Bank of Hoven
PO Box 7
Hoven, SD 57450

RE: Ronnie Long
Box 272
Timber Lake, SD 57656

Dear Jim,

December 5th, 1996 – I was in Hoven and discussed future plans about my cattle operation.

December 11th, 1996 – Jim Nielsen faxed papers to John Lemke's office. All that was needed is Stacey Johnston's and the Area Director's signatures.

After deciding that we were going to keep the calves and run for yearlings; I went down on 12-13-96 and plowed a road, cleaned and set up corrals. I called Tim Bollinger and lined up trucks for 12-15-96 to haul cattle out. 12-14-96 was planned to bunch the cattle.

December 13th, 1996 PM – it started to blizzard for five days through December 18th, 1996. Everything that was opened on the 13th of December blew shut and county roads were completely blocked.

From this point on when the county roads did get opened and it was possible to get in with a tractor (as I had left my tractor at Doc Pesicka's) we fed. When

we couldn't get in with the tractor; we took snowmobiles in and caked the cows.

It was impossible to get the cattle out. If we could have gotten them out it was impossible to get them back to Headquarters due to the county roads not being wide enough for semitractor-trailers until January 29, 1997. This is when Mike Peterson widened our road with a CAT.

February 2nd, 1997 – Mike Peterson went down and plowed the cows out. Contrary to the malicious rumors that they were plowed out two or three times and not moved; this is the only time they were plowed out.

Between 12-14-97 & 2-2-97 I had trucks lined up three separate times. The reason being is Tribal emergency snow plowing was to plow me out and never did because it would storm and they would send their equipment elsewhere.

If there is any questions about plowing my cattle out contact Dewey County Highway Superintendent, Gregg Bourland, Tim Bollinger (trucker) or Mike Peterson who plowed me out.

In the result of not having the Kenneth Long Estate settled and operating money NOT available they [sic] hay and cattle were never removed. Also, the cattle never got insured which the blanket insurance would have cost approximately \$2,000.00 covering the cattle plus. The insurance was brought to everyone's attention the first part of December.

The cattle were in the best location possible for most winters, but due to blocked roads and bad weather conditions it was impossible to get feed to them on a daily basis.

I had minimal losses until the blizzard of January 15th & 16th when the wind chill was 50 to 80 degrees below zero and the cattle that drifted out of the draws are the ones that died.

In light of all of this, the persons who start these vicious rumors must be trying to make themselves look better in the eyes of the bank. I feel bad enough losing these cattle let alone people starting false accusations.

Sincerely,

/s/ Ronnie Long
Ronnie Long

CC John Lemke, CRST Credit Officer
Russell McClure, Cheyenne River Agency
Superintendent
Stacey Johnston, Area Loan Specialist
Delbert Brewer, Area Director

[EXHIBIT 9]

BH *BANK OF HOVEN*

March 27, 1997

Ronnie Long
Box 272
Timber Lake, SD 57656

Dear Ronnie;

The Bank of Hoven Loan Committee has approved a closed end operating loan in the amount of \$40,595.00 under a LIFO agreement with the BIA upon the following conditions being met:

- 1) Written concurrence from the BIA for the balance remaining on the protective advance loans to be paid from an advance on the LIFO operating loan:
- | | | |
|---------------------------|---------------|-------------|
| #2960 Leases | Prin. Balance | \$11,436.02 |
| #3039 Emergence operating | Prin. Balance | \$ 5,000.00 |
| #3040 Snowmobile | Prin. Balance | \$ 2,250.00 |
- 2) Written approval from the BIA to reschedule the existing BIA guaranteed loans as follows:
- | | | | |
|--------|-----------------------------|--------------|----------------------------|
| #98181 | 84% guarantee approximately | \$420,000.00 | 20 yrs annual pmt. 9.50% V |
| #98809 | 80% guarantee approximately | \$ 17,600.00 | 20 yrs annual pmt. 9.50% V |

- 3) Written concurrence from the BIA that renewal of notes #98181 and #98809 with the interest being paid from the renewal note, that the interest subsidy would be honored.
- 4) The current inventories of wheat and millet will be sold by 6-15-97, with 50% of the proceeds being applied to the LIFO note and 50% released to Longs for expenses listed on the cash flow.
- 5) The pasture will be rented prior to closing with a written contract (a copy provided to the bank) and in the amount listed on the cash flow, 50% of the proceeds will be applied to the LIFO note with 50% releases to Longs for expenses listed on the cash flow.
- 6) The Longs will provided [sic] a current and accurate list of accounts payable, signed, to the Bank prior to closing.
- 7) The Longs agree not to overdraw any checking account at the Bank of Hoven, any overdraft will terminate the operating loan and releases of proceeds.
- 8) All other sales proceeds will be applied first to the LIFO note, then to the term notes until all loans are current to the 1st of November 1997.
- 9) Proceeds released from the pasture rent or current wheat and millet sales will be place [sic] in an escrow savings account, withdrawals from the escrowed savings account or advances on the LIFO note will require a signed draw slip which details the items being advanced for or withdrawn for, all expenditures exceeding \$250.00 will require a signed receipt.

10) The Longs may utilize the CRP acres for the special 1997 calving program; the total "cows to be placed in the CRP will be 138 cows & their calves and will be removed prior to 5-1-97; the Longs will adhere to all other provisions [illegible] program."

/s/ Ronnie Long /s/ James Nielsen AVP
Ronnie Long Bank of Hoven

/s/ Lila Long /s/ Letter from Russell
Lila Long McClure dated [illegible]
BIA Representative

Sincerely yours

/s/ James Nielsen
James Nielsen, AVP

[ATTACHMENT 10]

[SEAL] United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
Cheyenne River Agency
Eagle Butte, South Dakota 57625

IN REPLY REFER TO:

Administration

April 1, 1997

Jim Nielsen, Asst Vice pres.
Bank of Hoven
PO Box 7
Hoven, SD 57450

RE: Ronnie Long

Dear Mr. Nielsen,

This letter is in response to your letter dated March 27, 1997. This office is in concurrence with the request as stated in the following conditions:

- 1) This commitment and the letter of March 27, 1997 are to be a part of the loan closing documents.
- 2) Notes 2960, 3039 and 3040 to be included in the LIFO operating note.
- 3) Note 98181 to be scheduled for 20 years with 84% and note 98809 to be scheduled for 20 years with 80% guarantees.

- 4) Interest subsidy is to [sic] applied to notes 98181 and 98809. Interest subsidy to be continued for an additional year with an option to renew for another year pending request and approval.
- 5) All funds to be advanced and applied as agreed by the lender and borrower.
- 6) Rental contracts on the CRP are to be concurred upon by both parties before any use of the CRP is utilized. This section is to ensure the adherence to the terms and conditions of the CRP contract are not jeopardized. This contract is vital to the overall contract.
- 7) Where this reamortization involves guarantees that were incurred under commitment Orders dated Feb 26, 1992 and June 2, 1992, those Orders shall also be attached to this order.
- 8) This commitment is contingent upon applicant's full and complete compliance with requirements of the National Environmental Protection Act (NEPA). No funds shall be disbursed prior to BIA receipt of written documentation confirming compliance with NEPA requirements.

Sincerely,
/s/ Russell J. [Illegible]
Agency Superintendent
Cheyenne River Agency

Accepted by the Bank of Hoven, Hoven, South Dakota

4-1-97

Date

/s/ James Nielsen

Signature

Assist VP

Title

[ATTACHMENT 2]**GUARANTY**

HOVEN, SD
 (City) (State)

APRIL 1, 1997

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce BANK OF HOVEN, P.O. BOX 7, HOVEN, SD 57540

(herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of LONG FAMILY LAND & CATTLE CO. INC.

(herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

- A. If this is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: LOANS TO LONG FAMILY LAND AND CATTLE CO. INC. and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

- B. If this is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s): _____

The term "Indebtedness" as used in this guaranty shall not include any obligations entered into between Borrower and Lender after the date hereof (including any extensions, renewals or replacements of such obligations) for which Borrower meets the Lender's standard of creditworthiness based on Borrower's own assets and income without the addition of a guaranty, or for which a guaranty is required but Borrower chooses someone other than the joint Undersigned to guaranty the obligation.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the

Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of \$ UNLIMITED (if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the

Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is unsecured; secured by a mortgage or security agreement dated _____; secured by _____.

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

/s/ x Ronnie Long
RONNIE LONG

/s/ x Lila Long
LILA LONG

[ATTACHMENT 22]
UNITED STATES DEPARTMENT
OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

ASSIGNMENT OF INTEREST

		Long Family Land & Cattle
<u>Bank of Hoven</u>	<u>46-0108210</u>	<u>Co. Inc.</u>
Lender	I. D. No.	Borrower
<u>PO Box 7</u>		<u>Box 272</u>
Address		Address
<u>Hoven, SD 57450</u>		<u>Timber Lake, SD 57656</u>
Zip Code		Zip Code

<u>G922D1A0103</u>	<u>5-15-92</u>	
Guaranty Certificate		Insurance Agreement
Number and Date		Number and Date

1. In consideration of \$ 378,340.23 received from the United States Government, representing 84 % of the net loss claimed by the Lender as provided in the Guaranty Certificate or Loan Insurance Agreement executed by the Commissioner of Indian Affairs, in the amount of \$ 428,930.00, the undersigned hereby grants, conveys, transfers, and sets over unto the United States Government all its right, title and interest, now and in the future to come, in the following promissory note and collateral securing documents.

[ATTACHMENT 22]
UNITED STATES DEPARTMENT
OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

ASSIGNMENT OF INTEREST

<u>Bank of Hoven</u>	<u>46-010821</u>	<u>Long Family Land & Cattle Co. Inc.</u>
Lender	I. D. No.	Borrower
<u>PO Box 7</u>		<u>Box 272</u>
Address		Address
<u>Hoven, SD 57450</u>		<u>Timber Lake, SD 57656</u>
Zip Code		Zip Code

<u>G924C1A0113</u>	<u>2-22-93</u>	
Guaranty Certificate		Insurance Agreement
Number and Date		Number and Date

1. In consideration of \$ 14,628.32 received from the United States Government, representing 80 % of the net loss claimed by the Lender as provided in the Guaranty Certificate or Loan Insurance Agreement executed by the Commissioner of Indian Affairs, in the amount of \$ 60,000.00, the undersigned hereby grants, conveys, transfers, and sets over unto the United States Government all its right, title and interest, now and in the future to come, in the following promissory note and collateral securing documents.

- 2. Promissory note executed by Long Family Land & Cattle Co. Inc., dated 4-1-97, in the amount of \$ 17,604.73, bearing interest at the rate of 9.50 % per annum, having a balance this date of \$ 17,604.73 unpaid principal and \$ 680.68 unpaid accrued interest. & Late Charges.
- 3. The following documents are hereby assigned to the United States Government:
 - a) Promissory note dated 4-1-97, in the amount of \$ 17,604.73.
 - b) S/A dated 4-1-97 & 9-28-88
 - c) S/A dated 1-8-97
 - d) Personal Guarantees dated 4-1-97
 - e) UCC/EFS dated 10-18-88
 - f)

Bank of Hoven
Lender

12-30-97 By /s/ James E. Nielsen
Date Title AVP

[ATTACHMENT 6]

12/01/98

Steve Hageman, CEO
Bank of Hoven
P. O. Box 7
Hoven SD 57450

Dear Steve:

This letter is a request of a 60 day extension on the land that Ronnie long [sic] has deeded to Bank of Hoven. I have 4 possibilities of refinancing and paying the debt off against the land that the bank holds the deed on. This will allow me the necessary time to try and secure financing for this endeavor. I have a bank interested and will be looking at the land in the next day or two. I also have been working on investors and have a [sic] individual out of Nebraska that is interested and this will allow me time to work out the necessary details to make this a reality.

Ronnie Long

[EXHIBIT 15]

QUIT CLAIM DEED – State Form

Bank of Hoven, A Corporation, PO Box 7

grantor of Porter

County, State of South Dakota for and in

consideration of Forty Nine Thousand Six Hundred

Dollars and no/100----- Dollars, convey

and quit claim to Ralph H. Pesicka Jr. and Norma

J. Pesicka the grantee s of Timber Lake SD

P. O. all interest in the following described real

estate in the County of Dewey in the State of South

Dakota:

East Half of Section One, Township Fifteen,
Range Twenty Four (E^{1/2} 1-15-24) Dewey
County, South Dakota.

Transfer Fee
\$50.00 pd.

Dated this 17th day of March 19 99

Bank of Hoven, A Corporation

/s/ [Illegible] VP

66494

STATE OF SOUTH DAKOTA)
) ss
County of Dewey)

OFFICE of REGISTER of DEEDS

*Filed for record the 22nd day of March 19 99
at 9 o'clock and 30 Minutes A. M., and re-
corded in Book 37 of Deeds on page 189.*

/s/ [Illegible]
Register of Deeds.

By _____
Fee \$10.00 *Deputy*

Prepared by Nancy Rausch
Bank of Hoven
Box 7, Hoven, SD 57450
Phone 605-948-2216

STATE OF SOUTH DAKOTA)
) ss
County of Potter)

*On this the 17th day of March, 19 99, before
me Nancy K. Rausch, A Notary Public, the under-
signed officer, personally appeared Brent Heinert,
known to me or satisfactorily proven to be the person
whose name _____ subscribed to the within
instrument and acknowledged that he executed
the same for the purposes therein contained.*

In witness whereof I hereunto set my hand and official seal.

/s/ Nancy K. Rausch

A Notary Public

Title of Officer

NANCY K. RAUSCH
Notary Public, POTTER
COUNTY, S.DAK.
My Commission Expires

My Commission expires: APRIL 10, 2001

[EXHIBIT 17]**NOTICE TO QUIT**

TO: Long Family Land & Cattle Co., Inc. and
Ronnie Long

Notice is hereby given and demand made by Bank of Hoven to Long Family Land & Cattle Co., Inc. and Ronnie Long that you must immediately quit possession of the real estate described below and to remove all cattle or other livestock owned by you. Notice is further given that Bank of Hoven intends to seek the damages set out by SDCL 21-3-8 in the event you do not immediately terminate your possession of the real estate.

The East Half ($E^{1/2}$) of Section One, Township Fifteen North, Range Twenty-four (1-15-24), East of the Black Hills Meridian;

The Northwest Quarter ($NW^{1/4}$) of Section Twenty-five (25), all of Section Twenty-eight (28), the East Half ($E^{1/2}$) of Section Thirty-two (32), the Northeast Quarter ($NE^{1/4}$), the West Half of the Northeast Quarter of the Northwest Quarter ($W^{1/2}NE^{1/4}NW^{1/4}$), the Southeast Quarter of the Northeast Quarter of the Northwest Quarter ($SE^{1/4}NE^{1/4}NW^{1/4}$), the West Half of the Northwest Quarter ($W^{1/2}NW^{1/4}$) and the Southeast Quarter of the Northwest Quarter ($SE^{1/4}NW^{1/4}$) and the South Half ($S^{1/2}$) of Section Thirty-three (33); and the Southwest Quarter ($SW^{1/4}$) of Section Thirty-four (34), all in Township Seventeen (17) North, Range Twenty-five (25), East of the Black Hills Meridian, subject to easements,

reservations and conveyances, if any, existing and of record, all in Dewey County, SD.

Dated this 19th day of May, 1999.

BANK OF HOVEN

/s/ Steve Hageman
By: Steve Hageman,
Its President

[ATTACHMENT 9]

**DAVID A. VON WALD
ATTORNEY-AT-LAW**

P.O. BOX 488

HOVEN, SOUTH DAKOTA 57450

Telephone: (605) 948-2550

Fax: (605) 948-2236

E-Mail: dvonwald@sullybuttes.net

June 4, 1999

Cheyenne River Sioux Tribal Court
Attention: Dale Charging Cloud
P.O. Box 120
Eagle Butte, South Dakota 57625

Re: Bank of Hoven v. Long Family Land &
Cattle Co., Inc.

Dear Mr. Charging Cloud:

Enclosed please find a Notice to Quit which I would like served on Long Family Land & Cattle Co, Inc., Ronnie Long, President. Send your Return of Service with your billing to my office after service has been completed. I would appreciate it if you would serve it immediately. Thank you.

Sincerely,

/s/ David A. Von Wald
David A. Von Wald

DAVW/jh
Encl.

[ATTACHMENT 10]

CHEYENNE RIVER SIOUX TRIBE

CERTIFICATE OF SERVICE

I the undersigned CRST Tribal Officer received and served the NOTICE TO QUIT for Long Family Land & Cattle Co. on this 16 day of June 1999 at 1125 am/pm at Timber Lake, SD

/s/ [Illegible]
OFFICER, CHEYENNE RIVER SIOUX TRIBE

CASE INFORMATION

Letter of request from David A. Von Wald, Attorney At Law, P.O. Box 468, Hoven, SD 57450.

/s/ [Illegible] Long
RESIDENCE – Timber Lake Area

Reviewed and approved for service

/s/ Leisah [Illegible] Bluespruce 6/15/99
Leisah Bluespruce Chief Judge Date approved

Will be billed for \$20.00 upon proof of service. Please return the Certificate of Service to the Court Administrator.

[ATTACHMENT 11]
CONTRACT FOR DEED

* * *

This Agreement, made and entered into and executed in duplicate this 25th day of June, 1999, by and between Bank of Hoven, a South Dakota Banking Corporation, of P.O. Box 7, Hoven, South Dakota 57450, Seller, and Edward Maciejewski and Mary Jo Maciejewski, husband and wife, as tenants in common and not as joint tenants, of HCR 64, Box 6, Timber Lake, South Dakota 57656, Buyers, WITNESSETH:

That for the consideration hereinafter named, the Seller has sold and does hereby agree to convey to the Buyers, by good and sufficient Warranty Deed, free and clear of all taxes, liens, and encumbrances, except as hereinafter provided, the real estate situated in Dewey County, South Dakota, described as follows:

Parcel One:

The Northwest Quarter (NW^{1/4}) of Section Twenty Five (25), all of Section Twenty Eight (28), and the the Southwest Quarter (SW^{1/4}) of Section Thirty Four (34), all in Township Seventeen (17), Range Twenty Five, East of the Black Hills Meridian;

Parcel Two:

The East Half (E^{1/2}) of Section Thirty Two (32), the East Half (E^{1/2}), the Southwest

Quarter (SW^{1/4}), the South Half of the Northwest Quarter (S^{1/2}NW^{1/4}), the Northwest Quarter of the Northwest Quarter (NW^{1/4}NW^{1/4}), the South Half of the Northeast Quarter of the Northwest Quarter (S^{1/2}NE^{1/4}NW^{1/4}), and the Northwest Quarter of the Northeast Quarter of the Northwest Quarter (NW^{1/4}NE^{1/4}NW^{1/4}) of Section Thirty Three (33), all in Township Seventeen (17), Range Twenty Five (25), East of the Black Hills Meridian;

all subject to easements, reservations, and conveyances if any, existing and of record,

upon the terms hereinafter stated, and the Buyers do hereby agree to purchase said real estate from the Seller, at the price, in the manner, and upon the terms hereinafter set forth.

PURCHASE PRICE:

The purchase price for the real estate described in Parcel One above is Two Hundred One Thousand Six Hundred Dollars (\$201,600.00), and shall be paid as follows, to-wit: The sum of Forty Thousand Three Hundred Twenty Dollars (\$40,320.00) shall be paid as a down payment, upon the execution of this contract and the remaining balance of purchase price in the amount of One Hundred Sixty One Thousand Two Hundred Eighty Dollars (\$161,280.00) shall be paid in ten (10) equal amortized annual installment payments, with the first such installment payment due and payable on March 1, 2000, in the amount of Twenty Three Thousand Two Hundred Twenty Nine

and 59/100 Dollars (\$23,229.59), and thereafter the sum of Twenty Two Thousand Two Hundred Twenty Nine and 59/100 Dollars (\$23,229.59) is due and payable on the first day of March in each succeeding year until the final payment of Twenty Three Thousand Two Hundred Twenty Nine and 54/100 (\$23,229.54) shall be due and payable on March 1, 2009. The deferred balance of purchase price in the amount of One Hundred Sixty One Thousand Two Hundred Eighty Dollars (\$161,280.00) shall draw interest at the rate of 7.75% per annum, upon the balance thereof remaining unpaid from and after June 25, 1999, interest being included in the above mentioned installment payment, all according to the schedule thereof hereto annexed as Schedule "A", and by this reference thereto made a part hereof.

The purchase price for the real estate described in Parcel Two above is the sum of One Hundred Ninety Nine Thousand Five Hundred Dollars (\$199,500.00) and shall be payable as follows: The sum of Thirty Nine Thousand Nine Hundred Dollars (\$39,900.00) as a down payment shall be paid upon Buyers obtaining possession of Parcel Two, and the remaining balance of purchase price in the amount of One Hundred Fifty Nine Thousand Six Hundred Dollars (\$159,600.00) shall be paid in ten (10) equal annual amortized installment payments with the first such payment due on March 1, after the year Buyers obtain possession for the crop year, and thereafter an equal annual amortized payment shall be due on the 1st day of March in each succeeding year, until the

full purchase price has been paid. The deferred balance of purchase price in the amount of One Hundred Fifty Nine Thousand Six Hundred Dollars (\$159,600.00) shall draw interest at the rate of 7.75% per annum, upon the balance thereof remaining unpaid from and after the date of possession of said real estate.

ITEMIZED PURCHASE PRICE:

It is agreed between the parties hereto that the depreciable assets located on Parcel One are sold for \$18,050.00 and on Parcel Two for \$22,684.00.

PREPAYMENT:

The Buyers shall have the option or privilege of making payments in advance on either purchase price or interest, at any time, and in any amount.

POSSESSION DATE:

The Buyers shall be entitled to possession of Parcel One upon the payment of the down payment, and shall be entitled to possession of Parcel Two when the current lessee quits possession of the real estate, either voluntarily or involuntarily. It is specifically understood that Long Family Land & Cattle Company, Inc., is currently grazing cattle on Parcel Two, and Rhonda Long is living in a house located on Parcel Two and that the Bank of Hoven is in the process of evicting the lessee and Rhonda Long from said real estate. Due to the uncertainties of litigation, it is impossible to accurately predict when the lessee shall be evicted from the real estate, but that upon

either eviction or voluntary surrender of the real estate, by the past lessee, Buyers shall be entitled at that time to possession of said real estate or if eviction is not accomplished prior to June 1st of any year, then Buyers shall be entitled to possession by June 1st of the year following eviction.

MINERAL RIGHTS:

All right, title and interest which the Seller now has and holds in and to all oil, gas, and other minerals in and under said real estate, of every nature, are sold to the Buyers as part of the property sold under this Contract for Deed, for the consideration hereinbefore named, and shall pass to the Buyers by virtue of the Warranty Deed hereinafter referred to.

TAXES:

The Seller will pay the first half of the 1999 real estate taxes and the taxes for all prior years for Parcel One, and the Buyers shall pay the second half of the 1999 real estate taxes for Parcel One, which become due and a lien on January 1, 2000, and the taxes for all subsequent years before the same shall become delinquent.

FARM PAYMENTS:

The Seller shall be entitled to keep one-half of the agricultural subsidy payments or any other governmental farm payment for the year 1999 for Parcel One, and the Buyers shall be entitled to receive the remaining one-half.

PARCEL TWO:

In the year that Buyers obtain possession of Parcel Two, for the crop year, (which is defined as prior to June 1st of any year) the Buyers shall receive all government payments attributable to that year and pay the real estate taxes attributable to that year and the taxes for all subsequent years. Interest on the unpaid balance shall then commence on the date of possession of Parcel Two.

MACHINERY:

Currently Long Family Cattle Company, Inc., or Ronald Long, has machinery located on some of the above described real estate, and Seller, or its agent, or agents, shall be entitled to enter upon the real estate for the purposes of removing any machinery owned by Long Family Cattle Company, Inc., or Ronald Long.

TITLE INSURANCE AND WARRANTY DEED:

The Seller shall pay the costs of a policy of title insurance, and that when the full purchase price, together with all interest and taxes have been paid in full, the Seller shall make, execute and deliver to the Buyers, a good and sufficient Warranty Deed conveying said real estate to Buyers. Seller shall also pay the transfer fee.

TIME OF ESSENCE:

The time of payment of said annual payments of purchase price, together with principal and interest,

along with all taxes, shall be considered as of the essence of this contract and that a failure to pay such purchase price, interest or taxes before they become delinquent, shall constitute a default in the terms and conditions of this contract, and thereupon the Seller may, at its option, declare the full amount unpaid under this contract to be due and payable forthwith, and may, at its option, proceed to foreclose this contract, or to pursue any other remedy accorded to it by law.

BINDING EFFECT:

All of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, all of the parties have hereunto set their hands and seals this day and year first mentioned above.

SELLER:

BANK OF HOVEN, a South Dakota
Banking Corporation,

By: /s/ Stephen Hageman
Its President

BUYERS:

/s/ Edward Maciejewski
Edward Maciejewski

/s/ Mary Jo Maciejewski
Mary Jo Maciejewski

known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

/s/ Brent Heinert
Notary Public

My Commission Expires:

11/1/2004

(SEAL)

[SEAL] BRENT HEINERT [SEAL] NOTARY PUBLIC SOUTH DAKOTA
--

Prepared By: David A. Van Wald, Attorney

Address: P.O. Box 468
Hoven, South Dakota 57450
Telephone: (605) 948-2550
Fax: (605) 948-2236

SCHEDULE "A"

06-25-1999

**** AMORTIZATION SCHEDULE ****

09:31:14

Payment #	Date	(Actual/365) Interest	Principal	Page 1 Balance
10	06/25/99	7.750%	\$161280.00	\$161280.00
1	03/01/00	8561.10	14668.49	146611.51
YEAR	2000	8561.10	14668.49	146611.51
2	03/01/01	11362.39	11867.20	134744.31
YEAR	2001	11362.39	11867.20	134744.31
3	03/01/02	10442.68	12786.91	121957.40
YEAR	2002	10442.68	12789.91	121957.40
4	03/01/03	9451.70	13777.89	108179.51
YEAR	2003	9451.70	13777.89	108179.51
5	03/01/04	8406.88	14822.71	93356.80
YEAR	2004	8406.88	14822.71	93356.80
6	03/01/05	7235.15	15994.44	77362.36
YEAR	2005	7235.15	15994.44	77362.36
7	03/01/06	5995.58	17234.01	60128.35
YEAR	2006	5995.58	17234.01	60128.35
8	03/01/07	4659.95	18569.64	41558.71
YEAR	2007	4659.95	18569.64	41558.71
9	03/01/08	3229.62	19999.97	21558.74
YEAR	2008	3229.62	19999.97	21558.74
10	03/01/09	1670.80	21558.74	0.00
YEAR	2009	1670.80	21558.74	0.00

157

Payment Amount \$23229.59
 Final Payment Amount \$2322.54



[EXHIBIT 20]

IN CIVIL COURT

CHEYENNE RIVER SIOUX TRIBAL COURT
CHEYENNE RIVER SIOUX TRIBE
CHEYENNE RIVER INDIAN RESERVATION

LONG FAMILY LAND AND
CATTLE COMPANY, INC. –
RONNIE AND LILA LONG,

Plaintiffs,

vs.

AMENDED COMPLAINT

EDWARD AND MARY MACIEJEWSKI
and RALPH H. AND NORMA J. PSICKA,
and THE BANK OF HOVEN,

Defendants.

R-120-99

COME NOW Long Family Land and Cattle Company, Inc. (hereinafter referred to as the Company) and Ronnie and Lila Long, through their attorney, James P. Hurley, and for their Amended Complaint state and allege as follows:

I

JURISDICTION

This Court has jurisdiction over the parties and the subject matter involved in this case.

II

FACTUAL ALLEGATIONS

1. Kenneth Long owned approximately 2,225 acres of deeded agricultural land located within the Cheyenne River Sioux Tribe (hereinafter CRST) Indian Reservation. Kenneth Long owned the land since 1958.

2. Kenneth Long is the father of Ronnie Long, Robert Long, Terry Long, and Myrna Fiddler.

3. The Company was formed with Kenneth and Maxine Long (Ronnie Long's mother and father) and Ronnie and Lila Long (husband and wife) as stockholders. The Company was formed to qualify for Bureau of Indian Affairs guaranteed loans from area banks. Maxine Long, Ronnie Long, and Lila Long are enrolled members of the CRST, and they have always owned over 50% of the Company. Thus, the Company has always been an Indian controlled corporation because CRST enrolled members have always owned over 50% of the Company. Maxine Long died in 1992. After her death Ronnie and Lila Long inherited some of her shares, and they then owned over 50% of the Company, and it continued to be an Indian controlled corporation entitled to BIA guaranteed bank loans.

4. Kenneth Long mortgaged his 2,225 acres of land to the Bank of Hoven as collateral for the obligations of the Company to the Bank of Hoven.

5. Bank of Hoven loaned money to the Company. Several of the Bank of Hoven loans to the

Company are guaranteed by the Bureau of Indian Affairs (hereinafter BIA). The Bank of Hoven took liens on the cattle, horses, machinery, feed, and grain of the Company, as well as a mortgage on Kenneth Long's land.

6. Kenneth Long died July 17, 1995. In his will, Kenneth Long bequeathed his 2,225 acres of land and his stock in the Company to his four children. In December of 1995, three of the children transferred their interest in Kenneth Long's land and shares in the Company to Ronnie Long. Thus, as of December of 1995, under Kenneth Long's will Ronnie Long owned the 2,225 acres of land, subject to the mortgage and debt owed to the Bank of Hoven, and the 49% of the Company stock that was owned by his father, Kenneth Long. Paulette Long, an enrolled member of the CRST, Kenneth Long's second wife and personal representative of the estate of Kenneth Long, signed a Personal Representative's Deed transferring the 2,225 acres of land to the Bank of Hoven without the written authorization of Ronnie Long to do so.

7. In the spring of 1996, employees of the Bank of Hoven came to the Long land on the CRST reservation, and inspected the 2,225 acres and the cattle and machinery on the land. The Bank of Hoven proposed an agreement to Ronnie and Lila Long. The Bank of Hoven discussed the terms of the bank's proposed agreement. Discussions about the proposed agreement also took place with Bank of Hoven officers at the Planning Office of the CRST on the CRST reservation.

The Bank of Hoven represented to the Longs that the Company was insolvent because the debt owed to the bank exceeded the value of all assets that were subject to the liens and mortgages of the bank. A proposed agreement was discussed between Bank of Hoven, Ronnie and Lila Long, and the Company. The proposed agreement involved several points: (a) the 2,225 acres of land would be deeded to the Bank of Hoven, and the bank would credit against and satisfy debt owed by the Company and Ronnie and Lila Long to the bank in the sum of \$478,000; (b) the Longs would lease with option to purchase back their 2,225 acres of land from the bank for a period of two years, and at the end of the two years they would buy back their land from the bank for \$478,000, minus certain credits for the house proceeds and the CRP payments. There was a Conservation Reserve Program (CRP) contract in Kenneth Long's name bequeathed under his will to Ronnie Long on 1,281 acres of the 2,225 acres. CRP held a first mortgage on such 1,281 acres. Under this CRP contract, the United States Government paid \$34.50 per acre for a total CRP payment of approximately \$44,198 per year. Under the agreement, the Company received \$44,198 per year CRP payment that the company assigned to Bank of Hoven, which was counted as "rent" for the two year agreement period. At the end of two years, the two CRP payments received by the Bank of Hoven as "rent" of \$88,396, minus interest at 8.5% for two years, was to be credited to reduce the option purchase price. The agreement also provided the proceeds from the sale of Kenneth Long's house would be

applied to reduce the option purchase price for the house. The house sold for \$30,000, and the net balance was to be deducted from the lease purchase option of the 2,225 acres of land; (c) Bank of Hoven agreed to request that BIA increase the BIA guarantee from 84% to 90%, and reschedule note #98181 over 20 years with an annual payment; (d) Bank of Hoven would request a BIA guarantee on a new operating loan of \$70,000; (e) Bank of Hoven would make a new loan of \$53,000 to pay off note #98809 of \$17,000, with the balance of \$37,500 to be used to purchase 110 replacement heifers to be fed and pastured with the Longs' cattle; and (f) Bank of Hoven would enter into a lease purchase agreement which would provide that the Longs could buy back their 2,225 acres of land.

8. A written agreement was prepared by the bank in two documents entitled (1) Loan agreement between Long Family Land and Cattle Co. Inc. and the Bank of Hoven, and (2) Lease With Option To Purchase (together referred to as the agreement). Both documents are dated the same, December 5, 1996. The two documents are part of the same agreement. The Bank of Hoven prepared both agreements. On December 5, 1996, Bank of Hoven represented that the 2,225 acres of land had been deeded to the Bank of Hoven prior to December 5, 1996, by the personal representative of the estate of Kenneth Long.

9. At all times during the negotiations and signing of the agreement, the bank was represented

by its lawyer, however, Ronnie and Lila Long and the Company did not have the benefit of a lawyer representing them. The Longs trusted the bank to treat them fairly in this complicated financial transaction which they did not understand.

III

COUNT ONE

FRAUD AND DECEIT

1. Plaintiffs reallege the foregoing paragraphs.

2. Paulette Long, an enrolled member of the CRST, Kenneth Long's second wife and personal representative of the estate of Kenneth Long, signed a Personal Representative's Deed transferring the 2,225 acres of land to the Bank of Hoven based on representations of the Bank of Hoven, that the estate was insolvent because the amount of debt owed to the bank exceeded the value of the assets subject to the liens and mortgages of the bank.

3. Ronnie and Lila Long on behalf of the Company, signed the agreement presented by the bank, in reliance upon the representations by the bank. On December 5, 1996, the bank represented to Ronnie and Lila Long that the bank had previously received the deed to the 2,225 acres signed by Paulette Long, that the estate and the Company were insolvent, and that Ronnie and Lila Long had no choice but to sign the agreement. The bank also represented and promised that the bank would perform the actions and

make the loans set out in the agreement. Absent such representations, Ronnie and Lila Long on behalf of the Company would not have signed the agreement. Such representations were not true, and the bank failed to perform on its promises. Such representations and negligent misrepresentations were relied upon by Ronnie and Lila Long and the Company to their detriment.

4. Based on the representations, negligent misrepresentations, and promises of the bank, the bank received a deed to the 2,225 acres of land and insurance proceeds of \$100,000 from the Kenneth Long estate, the CRP payments, and the house sale proceeds. However, (a) note #98809 was not rescheduled by the bank; (b) the new operation loan of \$70,000 was not made by the bank; (c) the new loan for \$53,500 to purchase 110 replacement heifers was not made by the bank; (d) the bank failed to properly and timely apply for the increase in the BIA guarantees from 84% to 90%; (e) [sic] the bank failed to properly and timely apply for the annual interest subsidy from BIA for several years; (f) the bank failed to recognize the Longs' exercise of their option to purchase their land back; and (g) the bank failed to give credit for the CRP payments and house sale proceeds, which were received by the bank, on the option to purchase and purchase price of the land. The purpose of these new loans was to put the Longs in a stronger financial position so they could purchase back their 2,225 acres of land from the bank in two years. These promises of new loans to pay for necessary operating

expenses and to purchase 110 replacement heifers were not kept by the bank. As a direct result, the Longs were unable to feed or care for their livestock during the severe winter of 1996-1997. Bank of Hoven knew that the Longs had a supply of hay, and that the Longs did not have operating money to move their hay 20 miles to their cattle that needed the hay on their Indian range unit. The bank knew that the cattle did not have feed. The bank knew that cattle without feed cannot survive very long in severe winter weather. The Longs lost 230 cows, 260 yearlings, and 3 horses. The livestock that died in the winter of 1996-1997 had a value of approximately \$400,000, plus the loss of income from calves in the future.

5. The bank is liable to Ronnie and Lila Long and the Company for damages they suffered as a proximate result of the fraud and deceit of the bank, together with exemplary damages. The title and possession of the 2,225 acres of land should be returned to the Longs.

IV

COUNT TWO

BREACH OF CONTRACT

1. Plaintiffs reallege the foregoing paragraphs.
2. Ronnie and Lila Long and the Company claim that the agreement was breached in several important and material respects, including but not

limited to: The bank received a deed to the 2,225 acres of land, and insurance proceeds of \$100,000 from the Kenneth Long estate, the CRP payments, and the house sale proceeds, however, the bank failed to perform as promised: (a) note #98809 was not rescheduled by the bank; (b) the new operating loan of \$70,000 was not made by the bank; (c) the new loan of \$53,500 to purchase 110 replacement heifers was not made by the bank; (d) the bank failed to properly and timely apply for the increase in the BIA guarantees from 84% to 90%; (e) the bank failed to properly and timely apply for the annual interest subsidy from BIA for several years; (f) the bank failed to recognize the Longs' exercise of their option to purchase their land back; and (g) the bank failed to give credit for the CRP payments and house sale proceeds, which were received by the bank, on the option to purchase and the purchase price of the land. The purpose of these promised new loans was to put the Longs and the Company in a stronger financial position so they could purchase back their 2,225 acres of land from Bank of Hoven in two years. These promises of new loans to pay for necessary operating expenses and to purchase 110 replacement heifers were breached by the bank.

3. As a direct result of the breach of agreement by the bank, the Longs were unable to feed or care for their livestock during the severe winter of 1996-1997. The bank knew that the Longs had an adequate supply of hay, and the bank knew that the Longs did not have the operating money to move their hay 20

miles to their cattle that needed the hay on their Indian range unit. The bank knew that the cattle did not have feed. The bank knew that cattle without feed cannot survive very long in severe winter weather. The bank knew that if the bank did not make the new operating loan as promised the cattle would have no feed and would die. The bank breached the agreement and did not make the new operating loan as agreed. As a direct result of the bank's breach of the agreement, the Longs and the Company lost 230 cows, 260 yearlings, and 3 horses. The livestock that died in the winter of 1996-1997 had a value of approximately \$400,000, and additional cattle died thereafter. This breach of the agreement caused the Longs and the Company to be financially unable to buy back their land from the bank.

4. The bank is liable to the Longs and the Company for such loss and damages which directly resulted from the bank's breach of the agreement.

V

COUNT THREE

FAILURE OF CONSIDERATION

1. Plaintiffs reallege the foregoing paragraphs.

2. The Longs and the Company believe there has been a failure of consideration which voids the agreement and they should get the deed back to their land. The 2,225 acres worth \$478,000 was transferred to Bank of Hoven, the bank received insurance

proceeds of \$100,000, the bank received CRP payments from the land of approximately \$88,396, and the bank received net proceeds from the sale of the house of approximately \$25,478, but the bank did not make the loans that the bank promised and that the Longs and the Company needed. The promised operating loan of \$70,000 would have enabled the Longs to move their hay to their cattle and take care of their cattle during the winter.

3. Failure of the bank to make the loan of \$70,000 to pay operating expenses, and the loan of \$53,500 to purchase an additional 110 replacement heifers, made it impossible for the Longs to buy back their 2,225 acres of land. The purpose of buying the 110 replacement heifers was to increase Long's income over the next two years so they could afford to buy back their land. The Longs were unable to purchase the 110 replacement heifers, and they lost the income from the calves each year in the future from these replacement heifers. In addition, they were unable to care for and feed the cattle they had, and as a direct result they suffered a \$400,000 loss of livestock. The livestock that died included production cows that would have had calves in the spring, thus, they also lost the income from the calf crop each year thereafter.

4. The bank's failure to make the loans as promised caused the Longs and the Company to suffer a \$400,000 loss of livestock, plus loss of income from calves in the future, plus the Longs were unable to buy back their land from the bank. The bank received

approximately \$691,874 in cash and value in the deed to the 2,225 acres of land, the CRP payments, life insurance proceeds, and the house sale proceeds, but the Longs and the Company did not get what they bargained for. The Longs and the Company claim that such failure of consideration voids the agreement, and they should get the deed and the land back from the bank.

VI

COUNT FOUR

CONTRACT AND DEED ARE VOID

1. Plaintiffs reallege the foregoing paragraphs.

2. The Longs and the Company believe that the failure of the bank to make the loan of \$70,000 to pay operating expenses, and the loan of \$53,500 to purchase an additional 110 replacement heifers, made it impossible for the Longs and the Company to perform under the agreement and buy back their 2,225 acres of land. The purpose of buying the 110 replacement heifers was to increase Long's income over the next two years so they could afford to buy back their land. The Longs were unable to purchase the 110 replacement heifers, and they lost the future calf income from these heifers. In addition, they were unable to care for and feed the cattle they had, and as a direct result they suffered a \$400,000 loss of livestock, plus the loss of income from calves in the future. With these losses it was impossible for the Longs to buy back their land.

3. The failure of the bank to perform made it impossible for the Longs to perform and buy back their 2,225 acres of land from the bank. The Longs claim that the failure of the bank to perform voids the agreement, and they should get the deed back from the bank.

4. At the end of the two year period the Longs requested a 60 day period to complete an agreement with investors who would provide the money for the Longs to buy back their land from the bank. The bank knew that the Longs and the Company wished to buy back their land from the bank. The bank failed to credit against the option payment the house sale proceeds and the CRP payments that the bank had received. The bank wrongfully refused the Longs' request, although the agreement provides a period of 60 days to pay the purchase price.

5. The failure of the Bank of Hoven to perform as agreed made it impossible for the Company and Ronnie and Lila Long to perform under the agreement and buy their land back. Therefore, the agreement and the deed of the 2,225 acres of land to the Bank of Hoven are void.

VII

COUNT FIVE

SELF HELP

1. Plaintiffs reallege the foregoing paragraphs.
2. The Longs kept possession of the 2,225 acres after the end of the two year period on December 5,

1998, because the bank had not performed as promised under the agreement. At that time, the Longs and the Company had their cattle and machinery on the land and they were in the process of putting up hay on the land.

3. On May 19, 1999, Bank of Hoven signed a Notice To Quit as part of the bank's effort to evict the Longs from the 2,225 acres of land. On June 4, 1999, the bank sent a Notice To Quit to the Cheyenne River Sioux Tribal Court. The bank requested that the CRST Court serves the Notice To Quit on the Longs to begin the bank's eviction process. The Longs and the Company did not quit but remained on the land because the bank had not performed as promised under the agreement.

4. Without first obtaining a Tribal Court order to do so, the bank sold 320 acres of the 2,225 acres of land for cash to Ralph H. and Norma J. Pesicka, on March 17, 1999.

5. On June 25, 1999, without first obtaining a Tribal Court order to do so, the bank sold 1,905 acres of the 2,225 acres of land to Edward and Mary Jo Maciejewski on a contract for deed. The contract for deed provides (a) buyers have immediate possession of Parcel 1, (b) that the bank is in the process of evicting the Longs from Parcel 2, (c) that the buyers shall have possession of Parcel 2 when the eviction is accomplished, and (d) if eviction of the Longs is not accomplished by June 1st of any year, then the

buyers will have possession on June 1st of the following year.

6. The bank and its buyers, Pesicka and Maciejewski, have interfered with and prevented the Longs and the Company from using the farm ground, from pasturing the grass crop, and from harvesting the hay crop on the land. The Longs need the farm ground for crops, need the grass crop for summer livestock grazing, and need the hay crop for winter livestock feed. The Bank of Hoven and its buyer, Pesicka, used 360 acres of pasture land, the bank and its buyer, Maciejewski, drove the Company's cattle off, stopped the Longs' hay harvest, removed the Company's machinery, took the hay harvest, fenced off a portion of the land, and planted crop on 160 acres.

7. The Bank of Hoven and its buyers, Pesicka and Maciejewski, engaged in self help in violation of the CRST Tribal Code and law which caused damage to the Longs and the Company. The bank and Ed Maciejewski are liable to the Longs and the Company for the such damage in an amount established by the evidence at trial.

VIII

COUNT SIX

DISCRIMINATION

1. Plaintiffs reallege the foregoing paragraphs.
2. In selling the Longs' land, the Bank of Hoven unfairly discriminated against the Company and the

Longs, who are enrolled members of the CRST, in favor of Pesickas and Maciejewskis, who are not enrolled members of the CRST.

3. Bank of Hoven required Longs and the Company to pay \$468,000 in cash for 2,225 acres, or \$210 per acre.

4. Bank of Hoven sold Pesickas 320 acres of the 2,225 acres for \$49,600, or \$155 per acre. The sale by the bank to Pesickas was \$55 per acre less than the bank charged the Longs to buy back their own land.

5. Bank of Hoven sold Maciejewskis 1,905 acres of the 2,225 acres for \$401,100 to be paid over ten years with 7.75% interest. Bank of Hoven charged Longs 8.5% interest, or .75% higher interest. The bank allowed Maciejewskis ten years to pay for the land, but the bank would not permit Longs even 60 days to pay for their land.

6. Such unfair discrimination by the bank prevented the Longs and the Company from buying back their land from the bank.

7. The sale of the Longs' land to Pesickas and Maciejewskis on terms more favorable than the bank required of the Longs, constitutes unequal treatment and unfair discrimination against the Longs, and prevented the Longs from buying back their land. The land sales by the bank to the Pesickas and Maciejewskis should be set aside, and the Longs should get possession and title to their land back.

IX

COUNT SEVEN

BAD FAITH

1. Plaintiffs reallege the foregoing paragraphs.
2. The law requires both parties to a contract to perform all requirements of a contract in good faith.
3. Bank of Hoven failed to timely perform in good faith the requirements and actions that the bank represented and agreed to do.
4. The bank failed to timely make a good faith effort to make the loans or perform the other requirements of the agreement between the parties.
5. The bank failed to make protective advances to enable the Longs and the Company to move the hay to the cattle before the cattle perished in the winter of 1996-1997.
6. Such actions and failure to act by the bank constitutes bad faith which caused the Longs and the Company to suffer substantial losses for which the bank is liable.

X

COUNT EIGHT

UNCONSCIONABLE CONTRACT

1. Plaintiffs reallege the foregoing paragraphs.
2. Bank of Hoven employees came to the Long's land on the CRST reservation in the spring of 1996

and inspected the land, and the Longs' cattle, hay, and machinery. The bank designed and proposed an agreement to the Longs. Discussions also took place with bank officers and the Longs and CRST planning officers at the CRST planning office on the CRST reservation. A written agreement was prepared by a lawyer representing the bank.

3. At all times during the negotiations and signing of the agreement, the bank was represented by its lawyer, however, Ronnie and Lila Long and the Company did not have the benefit of a lawyer representing them. The Longs trusted the bank to treat them fairly in this complicated financial transaction, designed and proposed by the bank, which the Longs did not understand. The Longs believed the representations of the bank, that the bank already had received the deed to the 2,225 acres of land, and that the Company was financially insolvent. The Longs felt that they had no choice but to go along with the bank's proposed agreement.

4. The agreement is an unconscionable contract which should be voided and should not be enforced against the Longs in these circumstances. The Longs did not receive the benefits of the agreement. The agreement and the deed to the bank should be voided and the Longs should get their land back.

XI

COUNT NINEPERMANENT INJUNCTION

1. Plaintiffs reallege the foregoing paragraphs.

2. Plaintiffs are requesting a permanent injunction against Defendant, Bank of Hoven prohibiting the Bank of Hoven from attempting to evict or otherwise interfere with the Plaintiffs' possession of the 2,225 acres of land, so that the Plaintiffs could continue to possess the land and graze their cattle and put up their hay on the land for winter livestock feed, and from prohibiting the bank from selling, renting, or leasing or attempting to sell, rent, or lease the 2,225 acres or any part thereof.

3. Plaintiffs are seeking a permanent injunction against Defendant, Bank of Hoven, as irreparable damage to the Plaintiffs is eminent [sic] without the granting of the injunction as set forth above.

4. The harm to Plaintiffs if the injunction is not granted, far outweighs the resultant damage to the Defendants, if any, if the injunction is granted. If Plaintiffs are not allowed to operate their land, Plaintiffs can no longer afford the operating expenses incurred to date associated with their ranching business, and Plaintiffs will no longer be able to maintain their family ranching operation.

WHEREFORE, the Plaintiffs pray as follows:

1. That the Court find in favor of the Plaintiffs and against the Defendant, Bank of Hoven, and the Court enter a judgment providing that the Defendant, Bank of Hoven is liable to Plaintiffs for damages suffered by Plaintiffs as a result of the fraud and deceit of the bank, together with exemplary damages in an amount to be determined at trial; and that title and possession of the 2,225 acres of land be returned to the Plaintiffs;
2. That the Court find in favor of the Plaintiffs and against Defendant, Bank of Hoven, and that the Court enter judgment providing that the Defendant Bank of Hoven is liable to the Plaintiffs for loss and damages directly resulting from the bank's breach of agreement in an amount determined at trial; and that title and possession of the 2,225 acres of land be returned to the Plaintiffs;
3. That the Court enter judgment in favor of the Plaintiffs and against the Defendant, Bank of Hoven, and provide that due to the failure of consideration, the agreement executed by the parties is null and void, and that the deed and possession of the land be returned to the Plaintiffs; and that the Bank of Hoven shall pay Plaintiffs for the loss of livestock, the loss of income from future calves, the loss of the use of the land,

and all other damages in an amount established at trial;

4. That the Court grant judgment in favor of the Plaintiffs and against Defendant, Bank of Hoven, and provide that due to the failure of Defendant Bank of Hoven to perform the agreement, such agreement and deed to the land are void; and Plaintiffs shall have possession of the 2,225 acres of land;
5. That the Court find that the Defendants Bank of Hoven and its buyers, Pesicka and Maciejewski, engaged in self help in violation of the CRST Tribal Code and law, and are liable to the Plaintiffs for all loss and damage suffered by the Plaintiffs in an amount established by the evidence at trial;
6. That the Court grant judgment providing that Defendant Bank of Hoven is liable to the Plaintiffs for acts of bad faith and for the damages and losses suffered by the Plaintiffs in the amount determined at trial;
7. For a determination that the agreement is an unconscionable contract, and that the agreement and deed to the bank are void, and provide that the deed and possession of the land be returned to the Plaintiffs;
8. For an Order granting a permanent injunction in favor of the Plaintiffs and

against the Defendant, Bank of Hoven, enjoining the Defendants from interfering into Plaintiffs' title, possession and use of their 2,225 acres of land;

9. For Plaintiffs' attorney's fees, costs and expenses incurred herein; and
10. For such and further relief as is just and equitable under these circumstances.

Dated this 3 day of January, 2000.

BANGS, McCULLEN, BUTLER,
FOYE & SIMMONS, L.L.P.

BY: /s/ James P. Hurley
JAMES P. HURLEY
Attorneys for Plaintiffs
818 St. Joe St.; P.O. Box 2670
Rapid City, SD 57709-2670
(605) 343-1040 (phone)
(605) 343-1503 (fax)

PLAINTIFFS DEMAND TRIAL BY JURY

[EXHIBIT 21]

IN CIVIL COURT
CHEYENNE RIVER SIOUX TRIBAL COURT
CHEYENNE RIVER SIOUX TRIBE
CHEYENNE RIVER INDIAN RESERVATION

LONG FAMILY LAND AND CATTLE COMPANY, INC. – #R-120-99
RONNIE AND LILA LONG,

Plaintiffs,

vs.

EDWARD AND MARY MACIEJEWSKI
and RALPH H. AND NORMA J. PSICKA,
and THE BANK OF HOVEN,

Defendants.

ANSWER OF DEFENDANT'S EDWARD AND
MARY MACIEJEWSKI AND BANK OF HOVEN
AND COUNTERCLAIM

Comes now Edward and Mary Maciejewski, hereinafter referred to as "Maciejewskis" and Bank of Hoven, hereinafter referred to as "Bank", by and through their attorney, David A. Von Wald, and for their Answer to Plaintiffs' Amended Complaint state and allege as follows:

I.

This Court lacks jurisdiction over the parties and the subject matter of this action.

II.

That this Court lacks jurisdiction as to the Maciejewskis, due to the fact that they are Non-Indians, residing on deeded land and not tribal members of the Cheyenne River Sioux Tribe.

III.

That this Court lacks jurisdiction as to the Bank in that the Bank is a South Dakota banking corporation, having its main place of business in Hoven, Potter County, South Dakota, lying outside the boundaries of the Cheyenne River Sioux Indian Reservation. That further, there has been no personal service of process on the Bank.

IV.

For all of the reasons mentioned above, Defendants Maciejewskis and Bank hereby move the Court to dismiss the Plaintiffs' Complaint and Amended Complaint.

V.

That Plaintiffs fail to state a cause of action upon which relief can be granted.

VI.

That Defendants deny each and every other thing and allegation contained in Plaintiffs' Amended Complaint, except as is hereinafter specifically admitted.

VII.

Defendants admit that portion of Plaintiffs' Amended Complaint, factual allegations that Kenneth Long owned 2,225 acres of deeded agricultural land and the same was mortgaged as collateral for certain loans that the Long Family Land & Cattle Company, Inc. had at the Bank. Bank further admits that Kenneth Long died on or about July 17, 1995. Bank admits that the Kenneth Long Estate, through its personal representative, deeded the above-described agricultural, land along with decedent's home in Timber Lake, South Dakota, to the Bank, in lieu of foreclosure. That there was a CRP Enhancement Mortgage to the State of South Dakota that was a first mortgage lien against said agricultural real estate when the same was deeded to the Bank.

VIII.

Bank admits that there was a loan agreement and lease with option to purchase with Long Family Land and Cattle Company, Inc., however, Bank states that these were separate and distinct agreements. Defendants deny each and every other allegation and thing

contained in Plaintiffs' factual allegations except as is hereinabove admitted.

IX.

Defendants admit Paragraph 2 of Count I of Plaintiffs' Amended Complaint and deny each and every other allegation contained in that Count and every other allegation contained in Plaintiffs' Amended Complaint except that the Bank admits that it sold 320 acres of land to Ralph H. and Norma J. Psicka on or about March 17, 1999, and approximately 1,905 acres to Edward and Mary Jo Maciejewski under a Contract for Deed.

X.

That as an affirmative defense, Defendant Maciejewskis allege they were innocent purchasers in good faith and without knowledge of any claim of Plaintiffs in certain land which they purchased and described as Parcel One under the Contract for Deed hereinabove mentioned.

XI.

That as a second affirmative defense, Defendant Bank alleges they did not breach any contract, however, if a breach did exist, which is denied, Plaintiffs failed to mitigate damages.

XII.

That as a third affirmative defense, Defendant Bank claims that Plaintiffs did not exercise their option to purchase the real estate above-described and that they are barred from any claim therein.

COUNTERCLAIM

That although Defendants deny jurisdiction of the Court, in the event the Court finds that it does have jurisdiction, both Defendants make this Counterclaim against Plaintiffs:

I.

That Plaintiffs are wrongfully retaining the real estate described in Plaintiffs' Amended Complaint in that they have failed to tender payment for the option to purchase said real estate in a timely manner and the term of the lease has expired. A copy of said lease with option to purchase is hereto attached and marked as Exhibit "A" and made a part hereof.

II.

That Maciejewskis and Bank have both been damaged by not having the use of said real estate for the 1999 crop year and may additionally sustain damages in the future while Plaintiffs are wrongfully remaining in possession of said real estate.

III.

That both answering Defendants are entitled to damages as a result of Plaintiffs' wrongful possession of said real estate.

IV.

That both answering Defendants are entitled to immediate possession of said real estate, and that Plaintiffs should be evicted from possession of the same.

WHEREFORE, Defendants pray that Plaintiffs' Complaint and Amended Complaint be dismissed, with prejudice, and that the Court enter an Order evicting Plaintiffs from the real estate described in Plaintiffs' Amended Complaint, granting the Defendants possession of the same. That additionally, the Court enter a Judgment against Plaintiffs for damages sustained by Defendants for the wrongful possession of said real estate by Plaintiffs, and for attorney fees, costs, and whatever other relief as to the Court is deemed just and equitable in the premises.

Dated this 3rd day of February, 2000.

/s/ David A. Von Wald
David A. Von Wald
Attorney for Defendants
Edward and Mary Maciejewski
and Bank of Hoven
P.O. Box 468
Hoven, South Dakota 57450
605-948-2550

Long and Lila Long, enrolled members of the Cheyenne River Sioux Tribe and the Court has jurisdiction over the subject matter of this action.

3. There are no genuine issues of material fact.
4. Plaintiffs have wrongfully held over possession of a portion of the real estate described in Plaintiff's Amended Complaint after the execution of a Lease With An Option To Purchase entered into on December 5, 1996.
5. The Lease With Option To Purchase wherein Bank of Hoven, now Plains Commerce Bank, was the Lessor and Long Family Land and Cattle Company, Inc. by its terms expired on expired December 5, 1998.
6. Defendant, Plains Commerce Bank, has sold a portion of the real estate which was leased to the Long Corporation to Ralph H. and Norma J. Pesicka and the remaining portion to Edward Maciejewski and Mary Jo Maciejewski. The Maciejewskis, however, have been able to take possession of only about one half of the real estate they bought since Plaintiffs are wrongfully holding over possession of a portion of the real estate. The legal description of the wrongfully retained real estate is as follows:

The Northwest Quarter (NW^{1/4}) of Section Twenty Five (25), all of Section Twenty Eight (28), and the Southwest Quarter (SW^{1/4}) of Section Thirty Four (34), all in Township Seventeen (17), Range Twenty Five (25),

East of the Black Hills Meridian, subject to easements, reservations and conveyances, if any, existing and of record.

7. This Motion is made based on the Affidavit of Charles Simon, attached hereto as Exhibit "1", the depositions of the parties, the pleadings and the entire file in this case.

WHEREFORE, Defendant, Plains Commerce Bank, prays the Court grant its Motion for Summary Judgment against Plaintiffs and order that Plaintiffs be evicted from possession of said real estate, granting Defendants possession of the same. And additionally, the Court enter a judgment against Plaintiffs for damages sustained by Defendants for the wrongful possession of said real estate by Plaintiffs, and for whatever other relief as to the Court is deemed just and equitable in the premises.

Dated this 12th day of September, 2002.

/s/ David A. Von Wald
David A. Von Wald, Attorney
for Plains Commerce Bank
P.O. Box 468
Hoven, SD 57450
605-948-2550

YES 7

NO 0

/s/ Rhonda [Illegible]
Foreperson

SPECIAL INTERROGATORY THREE TO JURY

Did the Defendant Bank xxxxxxxxxx use self-help remedies in an attempt to remove the Plaintiffs from the land that was subject to the lease with an option to purchase (Exhibit 7)?

YES 0

NO 7

/s/ Rhonda [Illegible]
Foreperson

SPECIAL INTERROGATORY FOUR TO JURY

Did the Defendant Bank intentionally discriminate against the Plaintiffs Ronnie and Lila Long based solely upon their status as Indians or tribal members in the lease with option to purchase. (Exhibit 7)?

YES 7

NO 0

/s/ Rhonda [Illegible]
Foreperson

SPECIAL INTERROGATORY FIVE TO JURY

Did the Defendant Bank act in bad faith when it attempted to gain the increased guarantee from the Bureau of Indian Affairs as referenced in the loan agreement dated December 5, 1996? (Exhibit 6)

YES 7
NO 0

/s/ Rhonda [Illegible]
Foreperson

SPECIAL INTERROGATORY SIX TO JURY

If you answered no to Numbers 1, 3, 4, and 5 you should stop here and not award damages.

If you answered yes to Number 1, 3, 4, or 5 what amount of damages should be awarded to the Plaintiffs?

\$ 750,000.00

AGREE 7
DISAGREE 0

Should interest be added to the Judgment?

YES 7
NO 0

/s/ Rhonda [Illegible]
Foreperson

[ATTACHMENT 12]

[LOGO]

**TRIBAL ENROLLMENT
PO BOX 325
EAGLE BUTTE, SOUTH DAKOTA 57625
605-964-6612/6613
FAX: 605-964-6614**

December 9, 2002

TO WHOM IT MAY CONCERN:

This is in regards to Edward and Mary Jo (Kraft) Macijewski [sic] and Ralph and Norma (Long) Pesicka. They are not enroll [sic] with the Cheyenne River Sioux Tribe.

Should you have any question [sic] please feel free to call.

Thanking you for your time and consideration of this letter.

Sincerely,

CHEYENNE RIVER SIOUX TRIBE

/s/ Charlene Anderson
Charlene Anderson
Enrollment Research Specialist

[ATTACHMENT 14]

IN CIVIL COURT

CHEYENNE RIVER SIOUX TRIBAL COURT
CHEYENNE RIVER SIOUX TRIBE
CHEYENNE RIVER INDIAN RESERVATION

* * * * *

LONG FAMILY LAND AND
CATTLE COMPANY, INC. –
RONNIE AND LILA LONG,

Plaintiffs,

JUDGMENT

vs.

EDWARD AND MARY
MACIEJEWSKI and RALPH H.
AND NORMA J. PSICKA [sic],
and THE BANK OF HOVEN,

R-120-99

Defendants.

* * * * *

The above-captioned matter came before this Court for trial on December 6, and 11, 2002. Plaintiffs' causes of action for breach of contract, bad faith, discrimination, and violation of self help remedies were submitted to the jury, and Defendant's counterclaim for unlawful entry and detainer was heard by the Court at the same time as the trial evidence was presented to the jury. The jury returned its verdict in the form of interrogatories: (1) for the Plaintiffs on breach of contract, bad faith, and discrimination; (2) for the Defendants on violation of self help remedies;

(3) for the Plaintiffs advising the Court that Defendant Bank's breach of contract prevented the Plaintiffs from performing the lease with an option to purchase; (4) for the Plaintiffs a verdict in the amount of \$750,000 against the Defendant, Bank of Hoven, nka Plains Commerce Bank; and (5) directing the Court to award prejudgment interest to the Plaintiffs on the verdict amount of \$750,000. Defendant Bank moved this Court post trial for judgment notwithstanding the verdict, or in the alternative for a new trial, and this Court denied the Defendant Bank's motions by an Order dated January 3, 2003, which was recorded January 7, 2003. Now, therefore, based on the decisions of the jury and upon good cause having been shown, it is

ORDERED, ADJUDGED, AND DECREED that judgment be entered in favor of the Plaintiffs, Long Family Land and Cattle Company, Inc. and Ronnie and Lila Long, and against Defendant, Bank of Hoven, nka Plains Commerce Bank, in the sum of \$750,000; and it is further

ORDERED, ADJUDGED, AND DECREED that judgment be entered in favor of the Plaintiffs, Long Family Land and Cattle Company, Inc. and Ronnie and Lila Long, against Defendant, Bank of Hoven, nka Plains Commerce Bank, for prejudgment interest in the sum of ~~\$167,210~~ [\$123,131.81 /s/ BJ Jones Plaintiff's calculation is rejected; Defendant's is accepted.], and it is further

ORDERED, ADJUDGED, AND DECREED that judgment [sic] Plaintiffs, Long Family land and Cattle Company, Inc. and Ronnie [sic] Defendant, Bank of Hoven, nka Plains Commerce Bank, for costs a[illegible] of \$2,850.65.

So ordered this 18th day of ~~January~~ Feb., 2003.

BY ORDER OF THE COURT

/s/ [Illegible]
BJ. JONES
Special Judge

ATTEST: Dale Charging Cloud
Dale Charging Cloud, Clerk

[ATTACHMENT 6]
PLAINTIFFS' DAMAGES

1997

230 bred cows died	
January & February 1997 @ \$620 =	\$ 142,600.00
260 mixed steer & heifer yearlings died	
January & February 1997 @ \$700 =	182,000.00
10 yearling culls @ \$700 =	7,000.00
CRP Annual Payment =	<u>44,198.00</u>
	\$ 375,798.00
-FEMA Payment	<u>-48,000.00</u>
	\$ 327,798.00
Operating Expense (34%)	<u>-112,744.00</u>
	<u>\$ 215,054.00</u>

—————
1998

230 bred cows died	January &
February 1997	
@ 90% calf crop = 207 calves which	
would have been born in 1998	
207 yearlings would have been born in	
1997 @ \$600 =	\$ 124,200.00
Operating Expenses (34%)	<u>-42,228.00</u>
	\$ 81,972.00
CRP Annual Payment =	<u>44,000.00</u>
1998	<u>\$ 125,972.00</u>

—————

1999

330 bred cows @ 90% calf crop =	
297 calves born 1999	
207 yearlings that would have been	
born in 1998 @ \$700 =	\$ 144,900.00
Operating Expenses (34%)	<u>-49,266.00</u>
	\$ 95,634.00
FSA Payment =	23,000.00
Use of Land =	<u>65,000.00</u>
	<u>\$ 183,634.00</u>

2000

330 bred cows @ 90% calf crop =	
297 calves that would have been	
born in 2000	
297 yearlings would have been	
born in 1999 @ \$800 =	\$ 237,600.00
Operating Expenses (34%)	<u>-80,786.00</u>
	\$ 156,814.00
FSA Farm Program Payment =	23,000.00
Use of Land =	<u>65,000.00</u>
	<u>\$ 244,814.00</u>
2000	\$ 244,814.00 Loss

2001

330 cows @ 90% calf crop =	
297 calves that would have been	
born in 2001	
297 yearlings would have been	
born in 2000 @ \$800 =	\$ 237,600.00
Operating Expenses (34%)	<u>-80,784.00</u>
	\$ 156,816.00
FSA Payment =	23,000.00
Use of Land =	<u>55,000.00</u>
	<u>\$ 234,816.00</u>
2001	\$ 234,816.00 Loss

2002

330 cows @ 90% calf crop = 297 calves	
that would have been born in 2002	
@ \$420 330 x \$420 =	\$ 138,600.00
297 yearlings would have been born in	
2001 @ \$700 =	\$ 207,900.00
Operating Expenses (34%)	<u>-117,800.00</u>
	\$ 228,700.00
FSA Payment =	23,000.00
Use of Land =	50,000.00
Replace Fences =	<u>9,000.00</u>
	<u>\$ 310,700.00</u>

Summary

1997 \$	215,054
1998	125,972
1999	183,634
2000	244,814
2001	234,816
2002	<u>310,700</u>
	\$ 1,314,990

In addition, BIA claims that Longs owe BIA \$438,120 for the notes assigned to BIA by Bank of Hoven under the guarantees

	<u>438,120</u>
	<u>\$ 1,753,110</u>

Plus accrued interest.

If the jury awards you damages in this amount plus accrued interest, what will you do with the money?

Pay Bank of Hoven to get the land back (including accrued interest).

Pay BIA (including interest).

Buy cows and yearlings to replace the ones I lost.

[ATTACHMENT 7]**NOTES AND COMPUTATIONS**

We are using \$31.50 per acre x
 1,905 acres = \$60,000 (Parcels 1
 and 2) = \$31.50 per acre

For 2 quarters, 320 acres we are
 using \$15.62 per acre = \$5,000 = \$15.62 per acre

1,905 acres = \$ 60,000

320 acres = 5,000

Use value per year \$ 65,000

Lost	230 cows	Parcel 1 – 6 quarters,
Bought	<u>110</u> (supposed to buy)	960 acres
	340	Parcel 2 – 6 quarters,
	-10 cull heifers	960 acres
	<u>330</u> head of cows	Parcel 3 – 320 acres

[ATTACHMENT 8]**ANNUAL FSA FARM PROGRAM PAYMENTS**

6/30/01 Maciejewski, Inc. (PFC) FSA Farm Program Payment, Parcel 1	\$ 5,896.00
9/5/00 Maciejewski, Inc. (MLA) FSA Farm Program Payment, Parcel 1	6,397.00
Parcel 1: 960 acres (6 quarters)	
6/30/00 Bank of Hoven (PFC) Parcel 2	\$ 5,098.00
9/5/00 Bank of Hoven (MLA) Parcel 2	5,531.00
Parcel 2: 945 acres (6 quarters minus 15 acres)	
	<u>\$ 22,922.00</u>

Total Cash Expenses:	\$23,512	\$1,650	\$1,650	\$7,150	\$1,650	\$2,050	\$10,310	\$4,150	\$1,650	\$1,650	\$2,650	\$5,360	\$63,432
OTHER DISBURSEMENTS:	1) BIA term note \$415,000 20 yrs 9.25% \$46,246 2) Land payment \$44,198.00												
Capital expenditures													\$0
Livestock purchases													\$0
Owner's withdrawal	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$15,600
Loan repayment				\$2,300							\$44,198	\$46,246	\$92,744
Total Other Disbursements:	\$1,300	\$1,300	\$1,300	\$3,600	\$1,300	\$45,498	\$108,344						
Total Cash Disbursements:	\$24,812	\$2,950	\$2,950	\$10,750	\$2,950	\$3,350	\$11,610	\$5,450	\$2,950	\$2,950	\$48,148	\$52,906	\$171,776
TOTAL CASH ENDING:	\$9,313	\$6,363	\$3,413	(\$7,337)	(\$10,287)	(\$13,637)	(\$25,247)	(\$28,097)	(\$28,447)	(\$28,797)	(\$40,595)	(\$9,403)	(\$9,403)

15 Stat. 635

Native American

Treaty between the United States of America
and different Tribes of Sioux Indians;

Concluded April 29 et seq., 1868;
April 29, 1868.

Ratification advised February 16, 1869;
Proclaimed February 24, 1869.

ANDREW JOHNSON, PRESIDENT OF THE
UNITED STATES OF AMERICA, TO ALL AND
SINGULAR TO WHOM THESE PRESENTS SHALL
COME, GREETING:

ARTICLE I.

ARTICLE II.

ARTICLE III.

ARTICLE IV.

ARTICLE V.

ARTICLE VI.

ARTICLE VII.

ARTICLE VIII.

ARTICLE IX.

ARTICLE X.

ARTICLE XI.

ARTICLE XII.

ARTICLE XIII.

ARTICLE XIV.

ARTICLE XV.

ARTICLE XVI.

ARTICLE XVII.

Arapahoes.

ANDREW JOHNSON, PRESIDENT OF
THE UNITED STATES OF AMERICA,
TO ALL AND SINGULAR TO WHOM THESE
PRESENTS SHALL COME, GREETING:

WHEREAS a treaty was made and concluded at Fort Laramie, in the Territory of Dakota, [now in the Territory of Wyoming,] on the twenty-ninth day of April, and afterwards, in the year of our Lord one thousand eight hundred and sixty-eight, by and between Nathaniel G. Taylor, William T. Sherman, William S. Harney, John B. Sanborn, S. F. Tappan, C. C. Augur, and Alfred H. Terry, commissioners, on the part of the United States, and Ma-za-pon-kaska, Tah-shun-ka-co-qui-pah, Heh-won-ge-chat, Mah-tonon-pah, Little Chief, Makh-pi-ah-lu-tah, Co-cam-iyaya, Con-te-pe-ta, Ma-wa-tau-ni-hav-ska, He-napin-wa-ni-ca, Wah-pah-shaw, and other chiefs and headmen of different tribes of Sioux Indians, on the part of said Indians, and duly authorized thereto by them, which treaty is in the words and figures following, to wit:

Articles of a treaty made and concluded by and between Lieutenant-General William T. Sherman, General William S. Harney, General Alfred H. Terry, General C. C. Augur, J. B. Henderson, Nathaniel G. Taylor, John B. Sanborn, and Samuel F. Tappan, duly appointed commissioners on the part of the United States, and the different bands of the Sioux Nation of Indians, by their chiefs and headmen, whose names are hereto subscribed, they being duly authorized to act in the premises.

ARTICLE I.

From this day forward all war between the parties to this agreement shall forever cease. The government of the United States desires peace, and its honor is hereby pledged to keep it. The Indians desire peace, and they now pledge their honor to maintain it.

If bad men among the whites, or among other people subject to the authority of the United States, shall commit any wrong upon the person or property of the Indians, the United States will, upon proof made to the agent and forwarded to the Commissioner of Indian Affairs at Washington city, proceed at once to cause the offender to be arrested and punished according to the laws of the United States, and also reimburse the injured person for the loss sustained.

If bad men among the Indians shall commit a wrong or depredation upon the person or property of

any one, white, black, or Indian, subject to the authority of the United States, and at peace therewith, the Indians herein named solemnly agree that they will, upon proof made to their agent and notice by him, deliver up the wrong-doer to the United States, to be tried and punished according to its laws; and in case they wilfully refuse so to do, the person injured shall be reimbursed for his loss from the annuities or other moneys due or to become due to them under this or other treaties made with the United States. And the President, on advising with the Commissioner of Indian Affairs, shall prescribe such rules and regulations for ascertaining damages under the provisions of this article as in his judgment may be proper. But no one sustaining loss while violating the provisions of this treaty or the laws of the United States shall be reimbursed therefor.

ARTICLE II.

The United States agrees that the following district of country, to wit, viz: commencing on the east bank of the Missouri river where the forty-sixth parallel of north latitude crosses the same, thence along low-water mark down said east bank to a point opposite where the northern line of the State of Nebraska strikes the river, thence west across said river, and along the northern line of Nebraska to the one hundred and fourth degree of longitude west from Greenwich, thence north on said meridian to a point where the forty-sixth parallel of north latitude intercepts the same, thence due east along said parallel to

the place of beginning; and in addition thereto, all existing reservations on the east bank of said river shall be, and the same is, set apart for the absolute and undisturbed use and occupation of the Indians herein named, and for such other friendly tribes or individual Indians as from time to time they may be willing, with the consent of the United States, to admit amongst them; and the United States now solemnly agrees that no persons except those herein designated and authorized so to do, and except such officers, agents, and employés of the government as may be authorized to enter upon Indian reservations in discharge of duties enjoined by law, shall ever be permitted to pass over, settle upon, or reside in the territory described in this article, or in such territory as may be added to this reservation for the use of said Indians, and henceforth they will and do hereby relinquish all claims or right in and to any portion of the United States or Territories, except such as is embraced within the limits aforesaid, and except as hereinafter provided.

ARTICLE III.

If it should appear from actual survey or other satisfactory examination of said tract of land that it contains less than one hundred and sixty acres of tillable land for each person who, at the time, may be authorized to reside on it under the provisions of this treaty, and a very considerable number of such persons shall be disposed to commence cultivating the soil as farmers, the United States agrees to set apart,

for the use of said Indians, as herein provided, such additional quantity of arable land, adjoining to said reservation, or as near to the same as it can be obtained, as may be required to provide the necessary amount.

ARTICLE IV.

The United States agrees, at its own proper expense, to construct at some place on the Missouri river, near the centre of said reservation, where timber and water may be convenient, the following buildings, to wit: a warehouse, a storeroom for the use of the agent in storing goods belonging to the Indians, to cost not less than twenty-five hundred dollars; an agency building for the residence of the agent, to cost not exceeding three thousand dollars; a residence for the physician, to cost not more than three thousand dollars; and five other buildings, for a carpenter, farmer, blacksmith, miller, and engineer, each to cost not exceeding two thousand dollars; also a school-house or mission building, so soon as a sufficient number of children can be induced by the agent to attend school, which shall not cost exceeding five thousand dollars.

The United States agrees further to cause to be erected on said reservation, near the other buildings herein authorized, a good steam circular saw-mill, with a grist-mill and shingle machine attached to the same, to cost not exceeding eight thousand dollars.

ARTICLE V.

The United States agrees that the agent for said Indians shall in the future make his home at the agency building; that he shall reside among them, and keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint by and against the Indians as may be presented for investigation under the provisions of their treaty stipulations, as also for the faithful discharge of other duties enjoined on him by law. In all cases of depredation on person or property he shall cause the evidence to be taken in writing and forwarded, together with his findings, to the Commissioner of Indian Affairs, whose decision, subject to the revision of the Secretary of the Interior, shall be binding on the parties to this treaty.

ARTICLE VI.

If any individual belonging to said tribes of Indians, or legally incorporated with them, being the head of a family, shall desire to commence farming, he shall have the privilege to select, in the presence and with the assistance of the agent then in charge, a tract of land within said reservation, not exceeding three hundred and twenty acres in extent, which tract when so selected, certified, and recorded in the "land book," as herein directed, shall cease to be held in common, but the same may be occupied and held in the exclusive possession of the person selecting it,

and of his family, so long as he or they may continue to cultivate it.

Any person over eighteen years of age, not being the head of a family, may in like manner select and cause to be certified to him or her, for purposes of cultivation, a quantity of land not exceeding eighty acres in extent, and thereupon be entitled to the exclusive possession of the same as above directed.

For each tract of land so selected a certificate, containing a description thereof and the name of the person selecting it, with a certificate endorsed thereon that the same has been recorded, shall be delivered to the party entitled to it, by the agent, after the same shall have been recorded by him in a book to be kept in his office, subject to inspection, which said book shall be known as the "Sioux Land Book."

The President may, at any time, order a survey of the reservation, and, when so surveyed, Congress shall provide for protecting the rights of said settlers in their improvements, and may fix the character of the title held by each. The United States may pass such laws on the subject of alienation and descent of property between the Indians and their descendants as may be thought proper. And it is further stipulated that any male Indians over eighteen years of age, of any band or tribe that is or shall hereafter become a party to this treaty, who now is or who shall hereafter become a resident or occupant of any reservation or

territory not included in the tract of country designated and described in this treaty for the permanent home of the Indians, which is not mineral land, nor reserved by the United States for special purposes other than Indian occupation, and who shall have made improvements thereon of the value of two hundred dollars or more, and continuously occupied the same as a homestead for the term of three years, shall be entitled to receive from the United States a patent for one hundred and sixty acres of land including his said improvements, the same to be in the form of the legal subdivisions of the surveys of the public lands. Upon application in writing, sustained by the proof of two disinterested witnesses, made to the register of the local land office when the land sought to be entered is within a land district, and when the tract sought to be entered is not in any land district, then upon said application and proof being made to the commissioner of the general land office. and the right of such Indian or Indians to enter such tract or tracts of land shall accrue and be perfect from the date of his first improvements thereon, and shall continue as long as he continues his residence and improvements, and no longer. And any Indian or Indians receiving a patent for land under the foregoing provisions, shall thereby and from thenceforth become and be a citizen of the United States, and be entitled to all the privileges and immunities of such citizens, and shall, at the same time, retain all his rights to benefits accruing to Indians under this treaty.

ARTICLE VII.

In order to insure the civilization of the Indians entering into this treaty, the necessity of education is admitted, especially of such of them as are or may be settled on said agricultural reservations, and they therefore pledge themselves to compel their children, male and female, between the ages of six and sixteen years, to attend school; and it is hereby made the duty of the agent for said Indians to see that this stipulation is strictly complied with; and the United States agrees that for every thirty children between said ages who can be induced or compelled to attend school, a house shall be provided and a teacher competent to teach the elementary branches of an English education shall be furnished, who will reside among said Indians, and faithfully discharge his or her duties as a teacher. The provisions of this article to continue for not less than twenty years.

ARTICLE VIII.

When the head of a family or lodge shall have selected lands and received his certificate as above directed, and the agent shall be satisfied that he intends in good faith to commence cultivating the soil for a living, he shall be entitled to receive seeds and agricultural implements for the first year, not exceeding in value one hundred dollars, and for each succeeding year he shall continue to farm, for a period of three years more, he shall be entitled to receive seeds

and implements as aforesaid, not exceeding in value twenty-five dollars.

And it is further stipulated that such persons as commence farming shall receive instruction from the farmer herein provided for, and whenever more than one hundred persons shall enter upon the cultivation of the soil, a second blacksmith shall be provided, with such iron, steel, and other material as may be needed.

ARTICLE IX.

At any time after ten years from the making of this treaty, the United States shall have the privilege of withdrawing the physician, farmer, blacksmith, carpenter, engineer, and miller herein provided for, but in case of such withdrawal, an additional sum thereafter of ten thousand dollars per annum shall be devoted to the education of said Indians, and the Commissioner of Indian Affairs shall, upon careful inquiry into their condition, make such rules and regulations for the expenditure of said sum as will best promote the educational and moral improvement of said tribes.

ARTICLE X.

In lieu of all sums of money or other annuities provided to be paid to the Indians herein named, under any treaty or treaties heretofore made, the United States agrees to deliver at the agency house

on the reservation herein named, on [or before¹] the first day of August of each year, for thirty years, the following articles, to wit:

For each male person over fourteen years of age, a suit of good substantial woollen clothing, consisting of coat, pantaloons, flannel shirt, hat, and a pair of home-made socks.

For each female over twelve years of age, a flannel skirt, or the goods necessary to make it, a pair of woollen hose, twelve yards of calico, and twelve yards of cotton domestics.

For the boys and girls under the ages named, such flannel and cotton goods as may be needed to make each a suit as aforesaid, together with a pair of woollen hose for each.

And in order that the Commissioner of Indian Affairs may be able to estimate properly for the articles herein named, it shall be the duty of the agent each year to forward to him a full and exact census of the Indians, on which the estimate from year to year can be based.

And in addition to the clothing herein named, the sum of ten dollars for each person entitled to the beneficial effects of this treaty shall be annually appropriated for a period of thirty years, while such persons roam and hunt, and twenty dollars for each

¹ The words "or before" are inserted with black pencil.

person who engages in farming, to be used by the Secretary of the Interior in the purchase of such articles as from time to time the condition and necessities of the Indians may indicate to be proper. And if within the thirty years, at any time, it shall appear that the amount of money needed for clothing under this article can be appropriated to better uses for the Indians named herein, Congress may, by law, change the appropriation to other purposes; but in no event shall the amount of this appropriation be withdrawn or discontinued for the period named. And the President shall annually detail an officer of the army to be present and attest the delivery of all the goods herein named to the Indians, and he shall inspect and report on the quantity and quality of the goods and the manner of their delivery. And it is hereby expressly stipulated that each Indian over the age of four years, who shall have removed to and settled permanently upon said reservation and complied with the stipulations of this treaty, shall be entitled to receive from the United States, for the period of four years after he shall have settled upon said reservation, one pound of meat and one pound of flour per day, provided the Indians cannot furnish their own subsistence at an earlier date. And it is further stipulated that the United States will furnish and deliver to each lodge of Indians or family of persons legally incorporated with them, who shall remove to the reservation herein described and commence farming, one good American cow, and one good well-broken pair of American oxen within sixty days after such lodge or family shall have so settled upon said reservation.

ARTICLE XI.

In consideration of the advantages and benefits conferred by this treaty and the many pledges of friendship by the United States, the tribes who are parties to this agreement hereby stipulate that they will relinquish all right to occupy permanently the territory outside their reservation as herein defined, but yet reserve the right to hunt on any lands north of North Platte, and on the Republican Fork of the Smoky Hill river, so long as the buffalo may range thereon in such numbers as to justify the chase. And they, the said Indians, further expressly agree:

1st. That they will withdraw all opposition to the construction of the railroads now being built on the plains.

2d. That they will permit the peaceful construction of any railroad not passing over their reservation as herein defined.

3d. That they will not attack any persons at home, or travelling, nor molest or disturb any wagon trains, coaches, mules, or cattle belonging to the people of the United States, or to persons friendly therewith.

4th. They will never capture, or carry off from the settlements, white women or children.

5th. They will never kill or scalp white men, nor attempt to do them harm.

6th. They withdraw all pretence of opposition to the construction of the railroad now being built along the Platte river and westward to the Pacific ocean, and they will not in future object to the construction of railroads, wagon roads, mail stations, or other works of utility or necessity, which may be ordered or permitted by the laws of the United States. But should such roads or other works be constructed on the lands of their reservation, the government will pay the tribe whatever amount of damage may be assessed by three disinterested commissioners to be appointed by the President for that purpose, one of said commissioners to be a chief or headman of the tribe.

7th. They agree to withdraw all opposition to the military posts or roads now established south of the North Platte river, or that may be established, not in violation of treaties heretofore made or hereafter to be made with any of the Indian tribes.

ARTICLE XII.

No treaty for the cession of any portion or part of the reservation herein described which may be held in common shall be of any validity or force as against the said Indians, unless executed and signed by at least three fourths of all the adult male Indians, occupying or interested in the same; and no cession by the tribe shall be understood or construed in such manner as to deprive, without his consent, any individual member of the tribe of his rights to any tract of

land selected by him, as provided in Article VI. of this treaty.

ARTICLE XIII.

The United States hereby agrees to furnish annually to the Indians the physician, teachers, carpenter, miller, engineer, farmer, and blacksmiths, as herein contemplated, and that such appropriations shall be made from time to time, on the estimates of the Secretary of the Interior, as will be sufficient to employ such persons.

ARTICLE XIV.

It is agreed that the sum of five hundred dollars annually, for three years from date, shall be expended in presents to the ten persons of said tribe who in the judgment of the agent may grow the most valuable crops for the respective year.

ARTICLE XV.

The Indians herein named agree that when the agency house and other buildings shall be constructed on the reservation named, they will regard said reservation their permanent home, and they will make no permanent settlement elsewhere; but they shall have the right, subject to the conditions and modifications of this treaty, to hunt, as stipulated in Article XI. hereof.

ARTICLE XVI.

The United States hereby agrees and stipulates that the country north of the North Platte river and east of the summits of the Big Horn mountains shall be held and considered to be unceded Indian territory, and also stipulates and agrees that no white person or persons shall be permitted to settle upon or occupy any portion of the same; or without the consent of the Indians, first had and obtained, to pass through the same; and it is further agreed by the United States, that within ninety days after the conclusion of peace with all the bands of the Sioux nation, the military posts now established in the territory in this article named shall be abandoned, and that the road leading to them and by them to the settlements in the Territory of Montana shall be closed.

ARTICLE XVII.

It is hereby expressly understood and agreed by and between the respective parties to this treaty that the execution of this treaty and its ratification by the United States Senate shall have the effect, and shall be construed as abrogating and annulling all treaties and agreements heretofore entered into between the respective parties hereto, so far as such treaties and agreements obligate the United States to furnish and provide money, clothing, or other articles of property to such Indians and bands of Indians as become parties to this treaty, but no further.

In testimony of all which, we, the said commissioners, and we, the chiefs and headmen of the Brulé band of the Sioux nation, have hereunto set our hands and seals at Fort Laramie, Dakota Territory, this twenty-ninth day of April, in the year one thousand eight hundred and sixty-eight.
