

Pyramid Lake Paiute Tribal Council

Post Office Box 256
Nixon, Nevada 89424
Telephone: (775) 574-1000
Fax (775) 574-1054

RESOLUTION NO.: PL 002-26
Kemp Jones LLP Tribal Attorney Contract

RESOLUTION OF THE PYRAMID LAKE PAIUTE TRIBE OF THE PYRAMID LAKE RESERVATION NIXON, NEVADA

WHEREAS, the Pyramid Lake Paiute Tribe is organized pursuant to the provisions of Section 16 of the Indian Reorganization Act (25 U.S.C. § 476) and is federally recognized by the United States Government through the Secretary of the Interior and the Bureau of Indian Affairs; and,

WHEREAS, the Pyramid Lake Paiute Tribal Council is the duly elected governing body of the Pyramid Lake Paiute Tribe, charged with the responsibility of establishing policy and taking action to employ representatives or counsel to present and prosecute any claims and grievances at any court or agency of the government; and

WHEREAS, the Tribe's existing attorney contract with Don Springmeyer, Esq., of Kemp Jones, LLP, will terminate on December 31, 2025; and

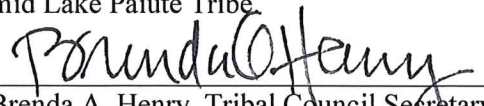
WHEREAS, the Tribe desires to enter into a contract with Chris Mixson, Esq., of Kemp Jones, LLP, for water, fishery, energy, natural resources and related matters as directed by the Tribe and/or its representatives in accordance with the terms and provisions of the Contract which is attached to and incorporated by reference into this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Pyramid Lake Paiute Tribal Council hereby approves the attached Tribal Attorney Contract with Chris Mixson, Esq., of Kemp Jones, LLP effective January 1, 2026 through December 31, 2027.

BE IT FURTHER RESOLVED, that the Tribal Chairman and the Tribal Secretary of the Pyramid Lake Paiute Tribal Council, on behalf of the Tribe be, and hereby are, authorized and directed to enter into and execute the attached 2026 through 2027 Attorney Contract with Chris Mixson, Esq. of Kemp Jones, LLP.

CERTIFICATION

It is hereby certified that the foregoing resolution of the Pyramid Lake Paiute Tribal Council, governing body of the Pyramid Lake Paiute Tribe, composed of ten members, of whom ten (10) constituting a quorum were present at a meeting duly held on the 2nd day of January 2026, was adopted by the affirmative vote of nine (9) FOR and zero (0) AGAINST, with zero (0) ABSTENTIONS pursuant to the authority contained in the Constitution and By-laws of the Pyramid Lake Paiute Tribe.


Brenda A. Henry, Tribal Council Secretary
Pyramid Lake Paiute Tribal Council

CONTRACT NO. _____

TRIBAL ATTORNEY CONTRACT

THIS CONTRACT is made between the PYRAMID LAKE PAIUTE TRIBE OF THE PYRAMID LAKE RESERVATION, Nevada ("Tribe" herein) and CHRIS MIXSON, attorney, Kemp Jones LLP, 3800 Howard Hughes Pkwy., 17th Floor, Las Vegas, NV 89169 ("Attorney" herein).

WHEREAS, the Pyramid Lake Paiute Tribe is organized pursuant to the Indian Reorganization Act of June 18, 1934, and is authorized under Article VI, 1(b) of its Constitution to employ representatives or counsel to present and prosecute any claims or demands of the Pyramid Lake Paiute Tribe and to assist the Tribe in presenting its claims or grievances at any court or agency of the government; and

WHEREAS, the Pyramid Lake Paiute Tribe desires to enter into a Contract with Attorney and Attorney desires to represent the Tribe.

IT IS HEREBY AGREED AS FOLLOWS:

1. Employment. The Tribe hereby agrees to employ and does employ Attorney to perform the work and professional services as set forth in this Contract and Attorney, in consideration thereof, hereby agrees to faithfully execute his duties in a good and professional manner and to conduct himself in such a way as shall serve the best interest of the Pyramid Lake Paiute Tribe.

2. Term. This Contract shall cover a period commencing on January 1, 2026, and terminating on December 31, 2027. This Contract may, however, be terminated prior to December 31, 2027, as hereinafter provided. At the expiration date of December 31, 2027, this Contract shall automatically end and the Tribe is under no duty to notify the Attorney of such cessation and end of employment. No right of renewal is contained herein.

3. Duties. Attorney shall well and faithfully serve the Tribe in the capacity of attorney for water, water quality, fishery, energy, natural resources and related matters and shall do and perform all such services, acts, and things connected therewith as the Tribal Council, the Tribal Chairman, and/or the Natural Resources Director of the Pyramid Lake Paiute Tribe shall from time to time direct. Specifically, with regard to such water, water quality, fishery, energy, and natural resources matters, the duties of Attorney shall include, but are not limited to, the following:

A. To perform legal services for or on behalf of the Tribe and to supervise and monitor the legal work of other attorneys employed or associated by Attorney;

B. To represent the Tribe before the various departments and agencies of the United States Government, state governments, and local governmental subdivisions, before committees of Congress, and of any state legislature, and in and before the courts of federal, state and local jurisdictions with respect to the affairs of the Tribe;

C. To protect and assert the legal rights of the Tribe to the quality and quantity of its water, and the use of its water, water rights, and fishing rights and privileges it now claims or may claim in the future;

D. To attend when requested general meetings of the Tribe, and regular and special meetings of the Pyramid Lake Paiute Tribal Council and committees thereof for the purpose of offering such legal advice as may be required; and

E. To employ or associate such expert assistance as may be reasonably necessary; provided that with regard to all matters in which Attorney associates other counsel in order to satisfy the requirements of courts or agencies, Attorney shall bear responsibility for the quality of all services performed in all such matters.

4. Compensation. The Attorney shall receive compensation for services rendered for all work pursuant to the terms of this Contract at the hourly rates of \$415 for Don Springmeyer, \$350 for Christopher Mixson, and, for other attorneys who may called upon at the firm by the lead attorneys, \$375.00 for attorneys with more than 20 years of experience, \$295.00 for attorneys with 7-20 years of experience, \$245.00 for attorneys with less than 7 years of experience, and \$125.00 for law clerks or paralegals.

5. Expenses. Attorney shall be allowed necessary and proper travel expenses paid or incurred in connection with the performance of the duties under this Contract. When such travel is in automobiles, Attorney shall be allowed the then-current federal mileage reimbursement per mile therefore for personal vehicles, or the actual, reasonable cost of a rental vehicle. When in the performance of such duties, Attorney is away from his residence overnight or out of state, he shall be allowed reasonable per diem expenses consisting of \$68.00 per person per day for meals and incidentals, and the actual, reasonable cost of hotel or motel accommodations. In addition, Attorney shall be allowed reimbursement for the following expenses: copy expense, expert assistance and witness fees, expense of preparation of exhibits, transcripts, long distance telephone calls, facsimiles, court costs and fees, and printing and scanning, postage and delivery, and outside contracted stenographic expenses.

6. Contract Ceiling on Fees and Expenses. Except as provided in paragraph 9, the fees and expenses for each year under this Contract shall be limited to a total of \$350,000.00 for fees and an additional \$50,000.00 for expenses; provided, however,

that at the end of each year of the contract period, any remaining balance in the amounts allocated to fees or to expenses may be used to cover fees for Attorney services in excess of \$350,000.00 or expenses in excess of \$50,000.00 so long as the annual overall contract ceiling of \$400,000.00 is not exceeded.

7. Payment of Fees & Expenses. All fees and expenses shall be paid upon the basis of vouchers, each voucher to be accompanied by a statement showing that the services were performed and the expenses incurred by the Attorney. Unless specifically requested by Tribe, vouchers need not be accompanied by receipts or sub-vouchers for individual items.

8. Non-assignability. It is agreed that no assignment of the obligations of this Contract in whole or in part shall be made without the consent of Tribe and the Secretary or his authorized representatives.

9. Termination. This Contract may be terminated by either party giving thirty (30) days notice in writing to the other party and to the Secretary. In the event of termination as herein provided, Attorney shall receive such compensation as the Secretary of the Interior or his authorized representative shall determine equitable to be due through the date of termination. In the event of the termination of this Contract as herein provided and in the further event that the Tribe shall retain or employ other counsel to continue any of the matters which may theretofore have been undertaken pursuant to the provisions of this Contract, Attorney agrees to make available to the subsequent attorneys for the Tribe any and all files pertinent to the prosecution of such matters and to disclose to such counsel or attorneys any and all facts and information requested pertinent to such matters, it being understood and agreed that the time and expenses, if any, expended by Attorney in such activity as well as Attorney's outstanding and reasonable bills shall be due to be paid in the manner hereinbefore specified as to services, over and above the annual compensation set forth above.

10. Reports. Attorney shall prepare and present such reports of his activities under and pursuant to this Contract as Tribe shall from time to time request. Such reports need not disclose confidential information, evidence, or litigation strategy.

11. Notices. Any notice required by this Contract shall be given as follows: (a) If by Tribe to Attorney, by delivery thereto to Attorney personally, or by mailing thereof to the address of Attorney last shown on the records of the Tribe; (b) If by Attorney to Tribe, by delivery at, or mailing to, the Pyramid Lake Paiute Tribal Offices, Nixon, Nevada 89424; and (c) Notice to the Secretary shall be given by delivery at or by mailing to the Western Nevada Agency, Carson City, Nevada.

12. Attorney's Standing. The undersigned Attorney represents that he is a fully-licensed member in good standing of the Bar of the State of Nevada, State Bar No. 10685, no disciplinary proceedings have been instituted against him by any bar

association or any jurisdiction of the United States or its territories which are pending or unresolved, he has not been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories, and that, to the best of his knowledge all attorneys employed by his firm are currently in good standing with all bars in which they are licensed to practice.

13. Miscellaneous. If any part or provision of this Contract or the application thereof shall be adjudged invalid, the validity of any parts or provisions hereof shall not be affected thereby. The Tribe and the Attorney acknowledge that the effectiveness of this Contract is subject to the express condition precedent of approval by the Secretary of the Interior or his duly authorized representative.

14. Amendment by Written Endorsement. It is expressly understood and agreed that this instrument embodies all agreements existing between the Tribe and the Attorney and that no term, provision or condition of this Contract shall be held to be altered, amended, changed or waived in any respect except by written endorsement attached hereto which written endorsement must be approved by the Secretary of the Interior or his duly authorized representative.

DATED this 2nd day of January, 2026.

PYRAMID LAKE PAIUTE TRIBE
OF THE PYRAMID LAKE RESERVATION, NEVADA



Steven Wadsworth
Tribal Chairman
Pyramid Lake Paiute Tribal Council



Chris Mixson
Attorney
Kemp Jones LLP



Brenda A. Henry, Tribal Secretary
Pyramid Lake Paiute Tribal Council

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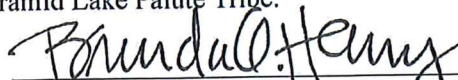
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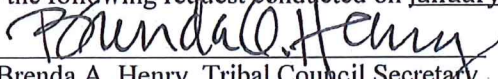

Brenda A. Henry, Tribal Council Secretary
Pyramid Lake Paiute Tribal Council

PYRAMID LAKE PAIUTE TRIBAL COUNCIL

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Nixon, NV 89424
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CERTIFICATION

The Pyramid Lake Paiute Tribal Council approved the following request conducted on January 2, 2026.


Brenda A. Henry, Tribal Council Secretary

The Pyramid Lake Paiute Tribal Council **APPROVED** the 2026-27 Kemp Jones LLP Tribal Attorney Contract. Votes were **nine (9) FOR, zero (0) opposed with zero (0) abstentions. MOTION PASSED.**

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