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

A Resolution Entitled: "Request to the Bureau of Indian Affairs for Negotiated Guaranteed Maximum Price and Square Footage Reduction for Twin Buttes K-8 Replacement School".

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and

WHEREAS, The Constitution of the Three Affiliated Tribe generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, Article VI, Section 5 (l) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies; and

WHEREAS, Article VI, Section 5 (d) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to negotiate with Federal, State and local governments on behalf of the Tribe and to advise and consult with representatives of the interior Department on all activities that may affect the Fort Berthold Reservation; and

WHEREAS, pursuant to Resolution 05-66 NH Dated April 22, 2005 the Tribal Business Council authorized the Tribe to participate as a grantee for federal matching funds under the Tribal School Construction Demonstration Program for the replacement of the Twin Buttes School; and

WHEREAS, The Tribe and the Twin Buttes School District successfully received a Congressional appropriation in the amount of $3,944,000 under the Tribal School Construction Demonstration Program for the construction of a new elementary school in Twin Buttes, North Dakota as set out Public Law 108-447, Consolidated Appropriations Act of 2004; and

WHEREAS, Pursuant to Public Law 108-108, which established the Tribal School Construction Demonstration Program, the Tribe was required to commit a tribal match of 50 percent of the costs of construction of the New School; and

WHEREAS, the Tribe entered into a Indian Self-Determination Agreement GTA04T301K1 with the Secretary of the Interior in September 2005 to receive the grant funds and construct the Twin Buttes Replacement School; and

WHEREAS, as required by the Grant and BIE and BIA regulations the Tribe prepared a program of requirements (POR) for the design of the school that required a school that be designed with approximately 36,689 square feet which is far above the actual need of the Twin Buttes Community based on current and projected student population; and

WHEREAS, the Tribe and its design team have completed the design phase of the new Twin Buttes School according to the requirements of the POR, the BIA design guidelines and the construction budget has been established at $7,709,119.11 for the construction of the new Twin Buttes Demonstration School and construction bids received exceeded the available budget by almost $4 million dollars and were consequently rejected; and

WHEREAS, The Design Team, Project Management and the BIA have agreed to pursue acquisition of a construction contractor via a Negotiated Guaranteed Maximum Price process giving the contractor the ability to suggest value engineering alternatives to reduce construction costs; and

WHEREAS, The Design Team, Project Management and the BIA, thru an interview and proposal process, believe that it is in the Tribe's best interest to work with Flintco Constructive Solutions as the contractor for the Twin Buttes Demonstration School; and

WHEREAS, Even with maximum value engineering options, construction costs still exceed the construction budget and Project Management and the Design Team feel that the only way the Tribe can meet the budget is by working with the Twin Buttes School Board and the BIA to reduce the square footage of the new school building and the design team has come up with a plan for reducing the square footage of the building that will allow the Tribe to build the school within the available budget; and;

WHEREAS, The Program of Space Requirements (POR) was determined for compliance with BIA OFMC/OIEP Education Space Criteria Handbook, but exceeds the required needs of the Twin Buttes Demonstration School, and space reductions will not adversely affect the overall design intent of the facility nor compromise the quality of education at the Twin Buttes Demonstration School; and

WHEREAS, The BIA is not willing to support a Waiver Request to consider a realistic change in the POR square footage requirements to reduce the size of the school; and

WHEREAS, The Tribal Business Council finds that in order to successfully complete this Project and construct a school that is financially feasible and that is designed at a capacity that is appropriate for the Twin Buttes school district that it is imperative that the BIA cooperate with the Tribe and authorize a waiver on certain space requirements for the construction of the school; and

NOW THEREFORE BE IT RESOLVED that The Tribal Business Council of the Three Affiliated Tribes hereby requests that the Bureau of Indian Affairs work with the Tribe to continue value engineering the present design and reduce the size of the Twin Buttes Replacement School to meet the construction budget of $7,709,119.11; and

BE IT FURTHER RESOLVED that Tribal Business Council hereby requests the following changes to the Program of Requirements for the design of the school be authorized by the BIA:

1. Eliminate Male and Female PE Office and toilet and shower as there is no staffing for these spaces;
2. Reduce Locker Room size
3. Eliminate Executive Director Office as there is no staffing for this space;
4. Eliminate audio/visual storage space from library;
5. Reduce Computer lab and incorporate into Library Space
6. Reduce the size of the 8th grade Science Classroom
7. Reduce the size of the 6th grade art classroom
8. Reduce the size number of toilet facilities.
9. Any other reductions in space that are determined reasonable based on the population and needs of the school and community.

BE IT FINALLY RESOLVED, that the Tribal Business Council approves the Negotiated Guaranteed Maximum Price contractor acquisition process.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, _5_ were present at a **Regular TBC** Meeting thereof duly called, noticed, convened and held on the **20th** day of **October**, 2011, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of _5_ members, _0_ members opposed, _0_ members abstained, _0_ members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] Voting. [ ] Not Voting.

Dated this 20th day of October, 2011.

Tribal Secretary V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes

ATTEST:

Tribal Chairman Tex G. Hall
Tribal Business Council
Three Affiliated Tribes

Resolution No. 11- 109 -VJB

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

A Resolution Entitled, "2011 Delegates to the National Congress of American Indians"

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and

WHEREAS, The Constitution of the Three Affiliated Tribe generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, Article VI, Section 5 (l) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies; and

WHEREAS, The National Congress of American Indians (NCAI) is a nonprofit organization whose primary purpose is to protect and preserve and promote the broad interest of Indian tribes and tribal communities; and

WHEREAS, The Tribal Business Council has deemed it in the best interests of the Three Affiliated Tribes of the Mandan, Hidatsa and Arikara Nation of the Fort Berthold Reservation to participate in those local, state, regional and national boards, commissions and other such organizations that oversee services that are now or may be beneficial to the Tribal membership; and

WHEREAS, The Three Affiliated Tribes has been a member of the National Congress of American Indians and has paid dues for said membership;

WHEREAS, The Tribal Business Council desires to continue participation in the National Congress of American Indians; and is required by the by-laws of NCAI to adopt an annual resolution to establish its delegates to the organization; and

WHEREAS, The Tribal Business Council has determined that Chairman Tex G. Hall shall serve as the delegate to the NCAI and that Councilman Mervin Packineau shall serve as the first alternate and Councilman Scott Eagle as the second Alternate for the Three Affiliated Tribes of the Fort Berthold Indian Reservation; and

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby appoints the following individuals to serve as delegates to the National Congress of American Indians for 2011:

1. Tribal Chairman Tex G. Hall - Delegate
2. Councilman Mervin Packineau- Alternate 1
3. Council Scott Eagle - Alternate 2

IT FURTHER RESOLVED that the above appointed delegates are vested with all authority, duty, and responsibility of a NCAI delegate during the tenure of their appointments.

BE IT FINALLY RESOLVED, that the Tribal Business Council hereby authorizes payment of annual dues to NCAI according to Article III of the By-laws of NCAI.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Regular TBC Meeting thereof duly called, noticed, convened and held on the 26th day of October, 2011, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] Voting. [ ] Not Voting.

Dated this 20th day of October, 2011.

ATTEST:

Tribal Secretary V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes

Tribal Chairman Tex G. Hall
Tribal Business Council
Three Affiliated Tribes

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

A Resolution Entitled "Approval of 43 Applicants for Enrollment into the Three Affiliated Tribes"

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and

WHEREAS, Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, The Constitution of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, Article VI, Section 5 (l) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies and Tribal officials on the Reservation; and

WHEREAS, According to the Article II, Section 1: Membership of the Three Affiliated Tribes Constitution, the membership of the Three Affiliated Tribes shall consist of:

A. All persons whose names appear on the membership of the Tribe as of October 2, 1974.

B. Any person born before the effective date of this amendment and to any member of the Tribe who was a resident of the reservation at the time of birth of said person.

C. All persons of at least 1/8th Indian Blood of the Hidatsa, Mandan and /or Arikara Tribes.

AMENDMENT VII, DUAL ENROLLMENT:

A. Persons enrolled with another tribe and who have received benefits from another tribe in the form of land or payments shall not be eligible for enrollment with the Three Affiliated Tribes of the Fort

Three Affiliated Tribes

Custom Report

Friday, October 14, 2011 10:21am

Records: 43

Full Name	Fathers Full Name	Mothers Full Name	DOB	Tribe Bld.
Brown, William Anthony	Brown, Louis Mati Daka	Leister, Leigh	11/18/1995	7/32
Carias, Ezekiel Rodney	Carias, Rodney Vincent	Mata, Melanie Ann Baga	6/15/2004	1/8
Carias, Gabriel Vincent	Carias, Rodney Vincent	Mata, Melanie Ann Baga	7/14/1996	1/8
Carias, Mikayla Miki	Carias, Rodney Vincent	Pearson, Mary Elizabeth	9/22/1995	1/8
Carias, Zachary Masa	Carias, Rodney Vincent	Pearson, Mary Elizabeth	10/22/1993	1/8
Chase, Marni Rae	Chase Sr., Marlin Frances	Conklin, Denise Rae	4/10/2004	29/64
Conklin, Kennedi Aurelia	,	Conklin, Denise Rae	8/23/2005	11/32
Connor, Mary Shay	Connor Sr., Chad Jay	Rush, Nicole Tamara	10/15/2007	13/32
Connor, Molly Joy	Connor Sr., Chad Jay	Rush, Nicole Tamara	6/12/2006	13/32
Crist, Blaiz Jacob	,	Crist, Heidi Jean	2/10/2011	1/8
Cullen, Charley Cayden	Cullen, Scott Anthony	Cullen, Kristine Renee	8/10/2011	1/8
Driver, Charleigh LaRae	Driver, Russell Delvin	Church, Nichole Mae	5/20/2010	23/32
Driver, Faivyn Nevada Cloud	Hall, William James	Driver, Cindra	7/12/2011	3/8
Edwards III, Thomas James	Edwards Jr., Thomas James	Fox, Wendy Layne	6/8/2006	61/128
Edwards, Honey Kaylee Chyse	Edwards Jr., Thomas James	Fox, Wendy Layne	5/5/2008	61/128
Edwards, Matthew Thomas	Edwards Jr., Thomas James	Fox, Wendy Layne	12/21/2004	61/128
Embry, Thomas Alan	Embry, Thomas Eric	Downing, Kelly Ann	12/19/1989	15/64
First Rider, MaKale Emeree Saige	First Rider, Saige	Young Bear, Jennifer Ann	9/7/2011	41/128
Gayton, Hepanna Wakpa	Gayton, Denny	LeValdo, Rhonda Juanita	1/12/2005	1/8
Gayton, Winona	Gayton, Denny	LeValdo, Rhonda Juanita	3/27/2002	1/8
Guzman, Eduardo Eugene	Guzman, Eugenio	Smith, Robin Ann	4/8/2008	7/32
Guzman, Xavier Robert	Guzman, Eugenio	Smith, Robin Ann	6/18/2006	7/32
Hall, Kyler James	,	Hall, Donna Rae	10/29/1994	9/32
Hardy, Jeanette Lynn	Hardy Jr., Jasper	Patton, Jean Danette	6/14/1991	7/32
Locke, Omani Youngbird	Locke, Ohiyesa Frank	Locke, Sierra Dawn	2/12/2010	15/64
Mason, Terron Tate	,	Mason, Jessie Renee	1/25/2006	31/128
McIntosh, Autum Renea	McIntosh, Roger Duncan	Davis, Camela Varie	5/4/2002	7/32
McIntosh, Rayne Duncan	McIntosh, Roger Duncan	Davis, Camela Varie	6/9/1999	7/32
McIntosh, Reese Coral	McIntosh, Roger Duncan	Davis, Camela Varie	4/24/1996	7/32
McIntosh, Riley Riddick	McIntosh, Roger Duncan	Davis, Camela Varie	3/31/2006	7/32
McIntosh, Rodrick Kyle	,	Davis, Camela Varie	12/28/2000	7/32
McKay Jr., Brandon Ira	McKay Sr., Brandon Ira	Linder, Krystal Lee	1/28/2010	1/8
Mejia, Alexander Sky	Mejia, Gabriel Alexander	Thongphet, JoAnn Shanade	8/12/2009	1/8
Miller, Adam James	Miller, Daniel Joseph	Miller, Shaylane Eris	11/4/2009	33/64

Full Name	Fathers Full Name	Mothers Full Name	DOB	Tribe Bld.
Osler, Louis Orion	Osler, Levi Russell	Fearnley, Anita Lynn	4/12/2004	3/16
Osler, Olivia Rose	Osler, Levi Russell	Fearnley, Anita Lynn	11/3/2009	3/16
Selfridge, Julie Ann	Selfridge, James J.	Smith, Lenna Yvonne	12/1/1983	5/32
Valdez, Gisele Jasmine Rose	Valdez, Gabriel Michael Paul	Clifford-Two Crow, Rose Mary	12/30/2010	1/4
White Owl, Kaylee Rain	White Owl, Zelmer Josh	Sorenson, Jennie Marie	7/25/2010	23/64
Wise Spirit, Viola Shaundel	Wise Spirit, Faron Ross	Baker, Betty Noreen	12/6/1994	3/16
Yellowlodge, Demi Eyokpe Tipi Zi Weya	Yellowlodge Sr., Nathan Leon	Yellow Lodge, June Larissa	1/2/2004	57/128
Yellowlodge, Roger Taye	Yellowlodge Sr., Nathan Leon	Yellow Lodge, June Larissa	9/15/2008	57/128
Young, Ryan Glenn	Young, Eric Glenn	Dimmel, Patti A	5/1/1992	1/8

Query Result Summary for - Custom Report

Tribe Bld.

1/8	11
5/32	1
3/16	3
7/32	9
15/64	2
31/128	1
1/4	1
9/32	1
41/128	1
11/32	1
23/64	1
3/8	1
13/32	2
57/128	2
29/64	1
61/128	3
33/64	1
23/32	1

Berthold Reservation, provided that inherited interests shall not be considered as being such benefits.

B. Persons eligible for enrollment with the Three Affiliated Tribes of the Fort Berthold Reservation and another tribe shall relinquish whatever rights of enrollment they may hold in the other tribe as a condition to their enrollment with the Three Affiliated Tribes of the Fort Berthold Reservation.

WHEREAS, on November 2, 2010 a secretarial election was held to amend Article II of the Tribes' Constitution and a 1/8th Mandan, Hidatsa and/or Arikara blood quantum requirement was adopted for membership eligibility;

WHEREAS, on October 20, 2011 the Tribal Business Council reviewed the applications of 43 individuals who are determined eligible for membership into the Three Affiliated Tribes under the amended provisions of Article II of the Constitution ; and;

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby approves the enrollment of the attached list of 43 applicants for enrollment into the Three Affiliated Tribes.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 5 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 20th day of October 2011; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] voting. [ ] not voting.

Dated this 20th day of October 2011.

ATTEST:

Tribal Secretary, V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes

Tribal Chairman, Tex G. Hall
Tribal Business Council
Three Affiliated Tribes

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

A Resolution entitled, "Approval of Tallsalt Asset Management / Mette Associates LLC Annual Contract for Services"

WHEREAS, The Mandan Hidatsa and Arikara Nation ("Nation" or "Tribes") having accepted the Indian Reorganization Act of June 18, 1934 ("IRA"), and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and

WHEREAS, The Constitution of the Nation generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, Article III, Section 1 of the Constitution of the Nation provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, Article VI, Section 5(1) of the Constitution of the Nation provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies and Tribal officials on the Reservation; and

WHEREAS, Article VI, 5(c) of the Constitution of the Nation specifically authorizes and empowers the Tribal Business Council to administer funds within the exclusive control of the Tribes and to make expenditures from available Tribal funds for public purposes for the Tribes; and

WHEREAS, Tallsalt Asset Management aka Mette Associates LLC has a prior contract with the Tribes to provide oil & gas royalty audit services, review and locate royalty payment discrepancies, review and adjust ongoing operator royalty reports on a monthly basis and other financial services related to oil & gas projections; and

WHEREAS, The Tribal Energy Department recommends renewing the Annual Contract with Tallsalt Asset Management aka Mette Associates LLC to continue to provide the aforementioned services to assist the Tribe in reconciling any and all discrepancies related to its tribal oil & gas royalties.

NOW THEREFORE BE IT RESOLVED, the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby approves the renewal of the Annual Contract to provide oil & gas royalty reconciliation services as provided in the attached contract; and

October 13, 2011

Mr. Fred Fox
Administrator, MHA Energy Division
Three Affiliated Tribes
404 Frontage Road
New Town, North Dakota 58763

Re: Proposal for Annual Contract Royalty Monitoring Services

Mr. Fox,

The purpose of this letter is to confirm our proposal for an Annual Contract for Services (the "Agreement") between Three Affiliated Tribes (the "Tribe" or "MHA") and Tallsalt Advisors ("Tallsalt"). This Agreement sets forth the services Tallsalt will be providing the Tribe through its operating entity Mette Associates, LLC ("Mette"), a California limited liability company and 100% native-owned firm, as well as the terms of payment and other matters pertaining to Mette's performance of services under this Agreement.

SCOPE OF ENGAGEMENT

Mette has provided Energy Consulting Services under a prior agreement dated September 2010 and a subsequent extension. The primary product under that prior agreement and extension was an analysis and report regarding the production and royalty information for oil and gas wells located on tribal trust land in which the Tribe holds a mineral interest ("Tribal Well Interests"). The report covered the time period from June 1, 2008 through June 30, 2011.

The Tribe desires to have Mette monitor and reconcile on a monthly basis certain data regarding royalties due and paid to MHA for its Tribal Well Interests for the period from June 1, 2011 through December 31, 2012. In addition, Mette will provide MHA with monthly reports and follow up on reporting discrepancies and unusual trends with lease operators and federal agencies. Specifically, Mette will:

1) Provide monthly reports to the MHA Energy Division in substantially the same form as provided by Mette for the period from June 2008 to June 2011. Monthly reports shall:
    a. Track production volumes, sales volumes, total dollar sales, averages price per unit sold, royalties due, and allowances for the Tribal Well Interests by well API number (and lease/IMDA number, if data and reporting formats allow) for all petroleum product categories as reported by federal agencies. Wells must be located within the exterior boundaries of the Fort Berthold Reservation.
    b. Compare corresponding production volume and sales volumes by well API number (and lease/IMDA number, if data and reporting formats allow).

c. Compile aggregate data by lease operator.

d. Compare monthly royalties due according to ONRR reports to monthly distributions provided by OST.

2) Report discrepancies and unusual trends to the MHA Energy Division on a monthly basis.

3) Discuss discrepancies and unusual trends in the data with the appropriate lease operator and federal agency (BIA, BLM, ONRR and/or OST) on a monthly basis to identify reasons for unusual trends and to resolve reporting deficiencies.

4) Identify specific areas where (i) federal information systems, (ii) data gathering processes and (iii) operator reporting requirements can be modified to provide information that will facilitate accurate and rapid confirmation of royalty information by MHA.

5) Migrate MHA royalty data to a relational database and provide securing online access to representatives of MHA within 12 months of the Effective Date of this Agreement.

6) Conduct and communicate other analyses related to the MHA oil and gas minerals leases, as requested by the MHA Energy Division, on an as needed basis.

7) Provide litigation support services related to oil and gas leases, as requested by MHA.

Mette shall provide the specified services by instruction from and in coordination with the MHA Energy Office. Mette shall provide these services in a professional manner and in compliance with applicable standards of care.

COMPENSATION

Mette's compensation under this Agreement consists of (a) monthly professional fees (b) monthly database maintenance fees, (c) hourly professional fees and (d) reimbursement of project related expenses. Mette's fees and expenses shall be invoiced in accordance with the following:

A. Monthly Professional Fees for Scope Items 1 through 4 are $300 per well API number included in the monthly reports. The monthly amount will increase by 4% over the monthly amount for the prior calendar year beginning each January (except for January 2012). The monthly amount is due in advance of the month for which the service provided. The amount due is calculated by multiplying the monthly fee amount by the number of API numbers reported on the Production Report (provided by the federal agencies) two months prior. For example, if the Production Report for January included 50 API numbers, the fee due in advance of March would be 50 multiplied by $300 or $15,000. The fee only applies to wells that commenced production or were reopened after June 30, 2008. This fee only applies to wells located inside the exterior boundaries of the Fort Berthold Reservation. The first monthly fee is due at the commencement of this Agreement and shall cover services for the month of November 2011.

B. Professional Fees for Scope Item 5 are $45,000 payable in three equal retainer installments for the migration to the online database. A retainer of $15,000 is due at the commencement of this Agreement. When the retainer balance reaches $5,000, a second and third retainer of $15,000 will be due. Amounts due will be invoiced and credited against the retainer on a monthly basis.

C. Scope Item 5 monthly Database Maintenance Fees are $25 per month per API number. The monthly amount will increase by 4% over the monthly amount for the prior calendar year beginning each January (except for January 2012). The monthly amount is due in advance of the month for which the service provided. The amount due is calculated by multiplying the monthly fee amount by the number of API numbers reported on the Production Report (provided by the federal agencies) two months prior. For example, if the Production Report for January included 50 API numbers, the fee due in advance of March would be 50 multiplied by $25 or $1,250. The database Maintenance Fees will not be payable until the database resides on a secure internal computer network server or a secure server located in an external data center.

D. Professional Fees for Scope Item 6 for other analyses are $150 per hour for senior staff and $80 per hour for junior staff. The hourly amount will increase by 4% over monthly amount for the prior calendar year beginning each January (except for January 2012). Amounts due will be invoiced monthly.

E. Professional Fees for Scope Item 7 for litigation support (testimony), depositions and related activities are $250 per hour for senior staff and $125 per hour for junior staff. The hourly amount will increase by 4% over monthly amount for the prior calendar year beginning each January (except for January 2012). Amounts due will be invoiced monthly.

F. A travel allowance of $2,000 per month will be paid along with the Monthly Professional Fees for Scope Items 1 through 4. This travel allowance covers all travel costs for one monthly trip by Steve Gundersen or other senior staff to New Town or Denver to address reporting discrepancies with lease operators and/or federal agencies. The travel allowance will increase by 4% over monthly amount for the prior calendar year beginning each January (except for January 2012).Other project related expenses will be billed as a separate item without markup. Associated expenses may include travel (airfare, auto rental, mileage), lodging (including allocated rent), subsistence, research resources, applicable sales taxes and other direct project expenses incurred. Invoices shall provide an itemization of project related expenses.

TIMELY INFORMATION & MEETINGS

Mette will request certain information considered useful in providing the specified services related to the scope. The Tribe shall provide the requested information on a timely basis, if available, and provide access to key personnel to discuss the Tribe's oil and gas leasing program with the understanding that the availability of such information on a timely basis may

significantly alter the comments and recommendations provided, as well as Mette's ability to complete the scope under this Agreement.

The Tribe shall provide necessary authorizations to federal agencies to discuss matters regarding its oil and gas mineral interests and leases and to directly receive reports from federal agencies. The Tribe shall authorize federal agencies to assist Mette to set up a computer system with the NIOGEMS system and to provide the database for the Tribe's oil and gas mineral interests and leases.

Necessary information required to complete this scope of work includes continued access to information provided to Mette under the September 2010 agreement, including:

a) Monthly federal Production Reports.

b) Monthly ONRR Royalty Reports.

c) Monthly OST Distribution Reports.

d) The federal "Activity Report" as available or other information describing the status and identifying information for the subject wells.

The Tribe shall provide Mette with sufficient office space for one workstation in close proximity to the MHA Energy Office in order to conduct work under this Agreement.

INDEPENDENCE, EXPERTISE AND KEY PERSONNEL

Mette shall be an independent contractor and shall be separately responsible for payment of all taxes. Mette represents that its assigned personnel have sufficient expertise and experience to provide the services requested under this Agreement.

Key personnel assigned to this engagement include Steve Gundersen (*Navajo*), Melanie Ben (*Navajo*), Ramon Scott (*Navajo*) and other supporting research, analyst and clerical staff from Mette. Additional staff will be assigned to this engagement as the number of wells increases.

TERM AND TERMINATION

The Term of this Agreement extends from the date the Agreement is signed and the Tribal Business Council passes a supporting resolution ("Effective Date") through December 31, 2012 ("Termination Date").

The Agreement may be terminated by the Tribe or Mette with written notice. In the case of early termination, the Termination Date will be 11:59 p.m. Central Time of the last day of the calendar month six (6) months following notification of termination by the Tribe or Mette. Upon termination of this Agreement, the Tribe shall pay Mette the per month, per unit and per hour professional fees and reimbursable expenses due through the Termination Date. Mette shall provide the Tribe with a final invoice reflecting the remaining accrued and unbilled professional fees and expenses. Within thirty (30) days following the Termination Date, Mette shall provide the Tribe with a final version of its monthly reports.

CONFIDENTIALITY

All non-public information received or produced by Mette regarding the Tribe's business plans and finances will be held in the strictest confidence and will not be disclosed to any third party, without written permission, except as required by law. Mette may place announcements and advertisements in financial and other newspaper, journals and mailings, at its own expense, describing the Tribe as a client and generally describing the services provided under this engagement once the proposed transaction has been completed.

INDEPENDENCE AND CONFLICTS OF INTEREST

Mette Associates does not believe any potential conflicts of interests existing that would affect our ability to provide the Tribe with independent opinions and recommendations. As a matter of policy, Mette does not work for non-Tribal parties in their dealings with Native American Tribes. To our knowledge Mette has not and is not currently working with any parties that may be operating wells on the Tribe's land.

GOVERNING LAW AND JURISDICTION

The laws of the Mandan Hidatsa Arikara Nation (Three Affiliated Tribes) shall govern the construction, performance and enforcement of this Agreement.

SOVEREIGN IMMUNITY

Nothing in this Agreement, its provisions or any term therein shall be held, construed or interpreted as a waiver of the sovereign immunity of the Mandan Hidatsa Arikara Nation (Three Affiliated Tribes), its elected officials, employees, agents or assigns.

ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements either oral or in writing between the parties with respect to the subject matter of this Agreement and contains all the covenants and agreements between Three Affiliated Tribes and Mette with respect to this engagement.

AMENDMENTS

This Agreement may be amended only in writing which shall be approved and executed by the parties hereto.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date below written.

ACCEPTANCE

If the terms of this Agreement are acceptable, please sign in the space provided below and return the Agreement to Mette Associates to:

Steve Gundersen
President
Mette Associates, LLC
P.O. Box 28280
Scottsdale, Arizona 85255

Thank you for the opportunity to submit this proposal. We look forward to being of service to Three Affiliated Tribes.

METTE ASSOCIATES, LLC

By:_____
Steve Gundersen
President

October 13, 2011
Date:_____

THREE AFFILIATED TRIBES

By:_____
Signature

By:_____
Printed Name

Date:_____

BE IT FURTHER RESOLVED, the Tribal Chairman is hereby authorized to execute the attached Annual Contract for Tallsalt Asset Management aka Mette Associates LLC to continue providing the Tribes services pursuant to the terms of the attached contract.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, **5** were present at a **Regular** Meeting thereof duly called, noticed, convened and held on the **20th** day of **October**, 2011, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of **4** members, **1** members opposed, **0** members abstained, **0** members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [**X**] Voting. [ ] Not Voting.

Dated this **20th** day of **October**, 2011.

ATTEST:

Tribal Secretary, V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes

Tribal Chairman, Tex G. Hall
Tribal Business Council
Three Affiliated Tribes

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

A Resolution Entitled: Request to Secretary of Interior to Acquire Certain Tribal Fee Lands into Trust Status on Behalf of the Three Affiliated Tribes"

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and

WHEREAS, The Constitution of the Three Affiliated Tribe generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, Article VI, Section 5 (l) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies and Tribal officials on the Reservation; and

WHEREAS, Pursuant to Article VI, Section 5 (i) of the Constitution the Tribal Business Council has the authority to make assignments and leases of tribal lands and otherwise manage tribal lands, interests in tribal lands and property upon such lands in conformity with Article IX of the Constitution; and;

WHEREAS, The Three Affiliated Tribes owns certain fee lands in McKenzie County North Dakota which are adjacent to the Fort Berthold Indian Reservation and are described as:

DUNN COUNTY:

Township 140 North, Range 95 West, 5th P.M.

Section 4: Lots 1,2,3,4,5, S½NW¼, SW¼
Section 5: Lots 1,2,3,4, S½N½S½ (ALL)
Section 6: Lots 1,2,3,4,5,6,7,S½NE¼, SE¼NW¼, NE¼SW¼, SE¼, SE¼SW¼
Section 7: Lots 2,3,4, N½NE¼, SE¼NE¼, E½SW¼, N½SE¼, SW¼SE¼, LOT 1, E½NW¼, SW½NE¼
Section 8: N½S½, SE¼SE¼
Section 9: Lot 4, S½SW¼, NE¼NW¼
Section 17: SW¼NW¼, N½SW¼, SE¼SW¼
Section 18: Lots 1, 3, 4, S½NE¼, NW¼NE¼, E½NW¼, S½SE¼, NE¼SE¼
Section 19: NW¼, Lots 3, 4, E½SW¼, N½NE¼, SW¼NE¼, SE¼
Section 20: SW¼SW¼
Section 28: Lots 3, 4, E½SW¼, SW¼SW¼
Section 29: SE¼SW¼, S½SE¼, N½SW¼SW¼, W½NW¼, NW¼SW¼, less lands taken by the United States of America, and less a tract of land situated in the

SE¼SW¼ more particularly Described as follows: Beginning at a point on the South line of said Section 29; thence Westerly along the said South line, 658.3 Feet, thence Northeasterly to a point 455.00 Feet North and 400.00Feet West of the said Southeast corner, thence Easterly parallel with the said South line to the East line of said Lot 5; thence Southerly along the said East line to the point of beginning.

Section 30: Lot 4, E½NE¼, NE¼SE¼, SW¼SE¼, SE¼SW¼

Section 30: Lot 5, less a tract more particularly described as follows: Beginning at the Southeast corner of Lot 5, thence Westerly along the South line of said Lot 5, 732.95 Feet thence Northeasterly to a point 455.00 Feet North and 400.00 Feet West of the said Southeast corner, thence Easterly parallel with the said South line to the East line of said Lot 5; thence Southerly along the said East line to the point of beginning.
Section 31: Lot 3, NE¼NW¼
Section 32: NE¼NE¼NW¼, N½N½NE¼, being parts of Lots 1,2 and 3, less a tract of land in Lot 3, more particularly described as follows: Beginning at a point 660.00 Feet South and 3,100.00 Feet West of the Northeast corner of said Section 32, thence West 200.00 Feet, thence North, to the North line of said Lot 3, thence Southeasterly to the point of beginning.
Section 33: Lot 1, N½NW¼

Township 148 North, Range 96 West, 5th P.M.
Section 1: Lots 1, 2, 3, S¼NE¼, S½
Section 2: SE¼NE¼, NE¼SE¼
Section 12: NE¼ ,NW¼, SE¼, E½NW¼, SW¼NW¼, SW¼, NW¼NW¼
Section 13: SE¼NE¼, NE¼SE¼, NW¼, N½NE¼, S½SW¼, NE¼SW¼, S½SE¼, NW¼SE¼
Section 14: SE¼SE¼
Section 23: N½NE¼, SE¼NE¼, S½SE¼
Section 24: NW¼ E½SW¼, NW¼SW¼, W½NE¼, W½SE¼, E½SE¼, SW¼SW¼
Section 25: E½ NW¼, N½NE¼, Lots 1, 2, W½NW¼,N½SW¼,SW¼SW¼, NW¼SE¼,E½SE¼
Section 26: Lots 5, 6, 10,N½NE¼, SE¼NE¼

MCKENZIE COUNTY:

Township 149 North, Range 95 West
Section 25: Lot 4
Section 26: SE¼SE¼
Section 33: S½
Section 34: S½ , less all that portion of the S½ SE¼ of said Section 34, lying within a strip of land, said strip being 80 feet wide, lying 40 feet on each side of the following described center line: Beginning at a point on the east line of the said S½SE¼ Sec. 34, 305.2 feet from the SE corner thereof, said point

being on the center line of the State Highway as surveyed and staked over and across the said S½ SE¼, Sec. 34, thence running S25°31'W 339.8 feet to the south line of the said s se Sec. 34, excepting all that portion lying within 33 feet of the section line.

Section 35: S½, less all that portion of the SW¼ of said Section 35, lying within a strip of land, said strip being 80 feet wide, lying 40 feet on each side of the following described center line: Beginning at a point on the west line of the said SW¼ Sec. 35, 305,2 feet from the SW corner thereof, said point being on the center line of the State Highway as surveyed and staked over and across the said SW¼ Sec. 35, thence running N25°31' E 315 feet, excepting all that portion lying within 33 feet of a section line.

Section 35: NE¼

WHEREAS, Said fee lands include some 8000 plus acres of land which were purchased in 1999 and are currently used for ranching and tourism and said lands are located adjacent to the Fort Berthold Indian Reservation ; and

WHEREAS, The Indian Reorganization Act, 25 USC § 465 authorizes the Secretary of Interior to acquire into trust any interest in lands… within or without existing Indian Reservations; and

WHEREAS, 25 CFR § 151.3 provides that land not held in trust or restricted status may be acquired for a Tribe when such acquisition is authorized by an act of Congress and approved by the Secretary of Interior; and

WHEREAS, 25 CFR 151.3 (a) (1) and (2) further provides that the land may be acquired for a tribe in trust status when the property is located within the exterior boundaries of the Tribe's Reservation or adjacent thereto and when the Tribe already owns an interest in the land; and

WHEREAS, 25 CFR § 151. 3 (a (3) further provides that land may be acquired in trust when the Secretary determines that the acquisition of the land is necessary to facilitate tribal self-determination, economic development or Indian Housing; and

WHEREAS, 25 CFR § 151.9 provides that an Indian Tribe desiring to acquire land in trust status shall file a written request for approval of such acquisition with the Secretary which identifies the parties, a description of the land and other information which would show that the acquisition comes within the terms of Part 151.3; and

WHEREAS, The Tribal Business Council believes that the proposed that acquisition meets the requirements of 25 CFR part 151.3 in that the property proposed to be acquired is adjacent to the Fort Berthold Reservation and the Tribe owns an interest in it and the acquisition is necessary to further tribal self-determination; and

WHEREAS, The Tribal Business Council has determined that it is in the best interest of the Tribes to request that the property herein described be acquired by the Secretary into trust status

on behalf of the Three Affiliated Tribes; and

NOW THEREFORE BE IT RESOLVED, pursuant to 25 USC § 465 and 25 CFR Part 151 that the Tribal Business Council hereby request that the Secretary of Interior acquire the following described fee land into trust status on behalf of the Three Affiliated Tribes:

DUNN COUNTY:

Township 140 North, Range 95 West, 5th P.M.

Section 4: Lots 1,2,3,4,5, S½NW¼, SW¼
Section 5: Lots 1,2,3,4, S½N½S½ (ALL)
Section 6: Lots 1,2,3,4,5,6,7,S½NE¼, SE¼NW¼, NE¼SW¼, SE¼, SE¼SW¼
Section 7: Lots 2,3,4, N½NE¼, SE¼NE¼, E½SW¼, N½SE¼, SW¼SE¼, LOT 1, E½NW¼, SW½NE¼
Section 8: N½S½, SE¼SE¼
Section 9: Lot 4, S½SW¼, NE¼NW¼
Section 17: SW¼NW¼, N½SW¼, SE¼SW¼
Section 18: Lots 1, 3, 4, S½NE¼, NW¼NE¼, E½NW¼, S½SE¼, NE¼SE¼
Section 19: NW¼, Lots 3, 4, E½SW¼, N½NE¼, SW¼NE¼, SE¼
Section 20: SW¼SW¼
Section 28: Lots 3, 4, E½SW¼, SW¼SW¼
Section 29: SE¼SW¼, S½SE¼, N½SW¼SW¼, W½NW¼, NW¼SW¼, less lands taken by the United States of America, and less a tract of land situated in the SE¼SW¼ more particularly Described as follows: Beginning at a point on the South line of said Section 29; thence Westerly along the said South line, 658.3 Feet, thence Northeasterly to a point 455.00 Feet North and 400.00Feet West of the said Southeast corner, thence Easterly parallel with the said South line to the East line of said Lot 5; thence Southerly along the said East line to the point of beginning.

Section 30: Lot 4, E½NE¼, NE¼SE¼, SW¼SE¼, SE¼SW¼

Section 30: Lot 5, less a tract more particularly described as follows: Beginning at the Southeast corner of Lot 5, thence Westerly along the South line of said Lot 5, 732.95 Feet thence Northeasterly to a point 455.00 Feet North and 400.00 Feet West of the said Southeast corner, thence Easterly parallel with the said South line to the East line of said Lot 5; thence Southerly along the said East line to the point of beginning.
Section 31: Lot 3, NE¼NW¼
Section 32: NE¼NE¼NW¼, N½N½NE¼, being parts of Lots 1,2 and 3, less a tract of land in Lot 3, more particularly described as follows: Beginning at a point 660.00 Feet South and 3,100.00 Feet West of the Northeast corner of said Section 32, thence West 200.00 Feet, thence North, to the North line of said Lot 3, thence Southeasterly to the point of beginning.
Section 33: Lot 1, N½NW¼

Township 148 North, Range 96 West, 5th P.M.

Section 1:	Lots 1, 2, 3, S½NE¼, S½
Section 2:	SE¼NE¼, NE¼SE¼
Section 12:	NE¼ ,NW¼, SE¼, E½NW¼, SW¼NW¼, SW¼, NW¼NW¼
Section 13:	SE¼NE¼, NE¼SE¼, NW¼, N½NE¼, S½SW¼, NE¼SW¼, S½SE¼, NW¼SE¼
Section 14:	SE¼SE¼
Section 23:	N½NE¼. SE¼NE¼, S½SE¼
Section 24:	NW¼ E½SW¼, NW¼SW¼, W½NE¼, W½SE¼, E½SE¼, SW¼SW¼
Section 25:	E½ NW¼, N½NE¼, Lots 1, 2, W½NW¼,N½SW¼,SW¼SW¼, NW¼SE¼,E½SE¼
Section 26:	Lots 5, 6, 10,N½NE¼, SE¼NE¼

MCKENZIE COUNTY:

Township 149 North, Range 95 West

Section 25:	Lot 4
Section 26:	SE¼SE¼
Section 33:	S½
Section 34:	S½ , less all that portion of the S½ SE¼ of said Section 34, lying within a strip of land, said strip being 80 feet wide, lying 40 feet on each side of the following described center line: Beginning at a point on the east line of the said S½SE¼ Sec. 34, 305.2 feet from the SE corner thereof, said point being on the center line of the State Highway as surveyed and staked over and across the said S½ SE¼, Sec. 34, thence running S25°31'W 339.8 feet to the south line of the said s se Sec. 34, excepting all that portion lying within 33 feet of the section line.
Section 35:	S½, less all that portion of the SW¼ of said Section 35, lying within a strip of land, said strip being 80 feet wide, lying 40 feet on each side of the following described center line: Beginning at a point on the west line of the said SW¼ Sec. 35, 305,2 feet from the SW corner thereof, said point being on the center line of the State Highway as surveyed and staked over and across the said SW¼ Sec. 35, thence running N25°31' E 315 feet, excepting all that portion lying within 33 feet of a section line.
Section 35:	NE¼

BE IT FURTHER RESOLVED, that the Tribal Business Council hereby further authorizes the transfer of title to the land described above to the United States Department of Interior to be held in trust for the benefit of the Three Affiliated Tribes, and requests that the Department of Interior perform its trust responsibility and expedite the process to place the land described above in trust status with the United States; and

BE IT FINALLY RESOLVED, that the Tribal Chairman is hereby authorized to take such further actions as are necessary to carry out the terms and intent of this resolution.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Regular TBC Meeting thereof duly called, noticed, convened and held on the 20th day of October, 2011, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] Voting. [ ] Not Voting.

Dated this 20th day of October, 2011.

ATTEST:

Tribal Secretary V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes

Tribal Chairman Tex G. Hall
Tribal Business Council
Three Affiliated Tribes

Resolution No. 113 -VJB

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

A Resolution Entitled: "Authorization to Transfer Title to MHA Clean Fuels Refinery Project Lands to United States to Be Held in Trust On Behalf of the Three Affiliated Tribes."

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and

WHEREAS, The Constitution of the Three Affiliated Tribe generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, Article VI, Section 5 (l) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies and Tribal officials on the Reservation; and

WHEREAS, Pursuant to Article VI, Section 5 (i) of the Constitution the Tribal Business Council has the authority to make assignments and leases of tribal lands and otherwise manage tribal lands, interests in tribal lands and property upon such lands in conformity with Article IX of the Constitution; and;

WHEREAS, The Indian Reorganization Act, 25 USC § 465 authorizes the Secretary of Interior to acquire into trust any interest in lands… within or without existing Indian Reservations; and

WHEREAS, 25 CFR § 151.3 provides that land not held in trust or restricted status may be acquired for a Tribe when such acquisition is authorized by an act of Congress and approved by the Secretary of Interior; and

WHEREAS, 25 CFR 151.3 (a) further provides that the land may be acquired for a tribe in trust status when the property is located within the exterior boundaries of the Tribe's Reservation or adjacent thereto and when the Tribe already owns an interest in the land; and

WHEREAS, As determined to be in the best economic interest of the Three Affiliated Tribes the Tribe purchased land for a MHA Nation Clean Fuels Refinery Project ("Project") site that consists of the following legal descriptions, totaling 468.39 acres and excluding any valid rights-of-ways for roads, railroads, and other valid existing easements:

N1/2 of Section 19, Township 152 North, Range 87 West, 5th Principal Meridian, Ward County, North Dakota consisting of 320.00 acres, more or less.

NW1/4 Section 20, Township 152 North, Range 87 West, 5th Principal Meridian, Ward County, North Dakota, consisting of 148.39 acres, more or less ("Site"); and

WHEREAS, The Site is now in fee simple status, owned by the Tribes; and

WHEREAS, The project site land is owned by the Tribe in fee simple status and is within the boundaries of the Fort Berthold Indian Reservation; and

WHEREAS, The Tribe has determined that it would benefit economically if the project lands were transferred into trust status by the United States, as it could also enhance the possibilities of obtaining financing for the Project; and

WHEREAS, The Tribal Business Council adopted Resolution 03-020-RP on March 14, 2003, authorizing the submission of a fee to trust application to the Bureau of Indian Affairs to place the Project lands into trust; and

WHEREAS, The Tribe received a letter, dated September 13, 2011, on behalf of Bruce Loudermilk, Regional Director of the Bureau of Indian Affairs Great Plains Regional Office, requesting an updated Tribal Resolution verifying that the Tribe is still interested in pursuing the trust acquisition; and

WHEREAS, The Tribal Business Council has determined that it is in the best interest of the Tribes to continue to pursue the fee to trust application for the project lands; and

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council hereby authorizes and approves the Three Affiliated Tribes' continued pursuit of the fee to trust acquisition for the MHA Nation Clean Fuels Refinery Project site; and

BE IT FURTHER RESOLVED, that the Tribal Business Council hereby further authorizes the transfer of title to the land described above to the United States Department of Interior to be held in trust for the benefit of the Three Affiliated Tribes, and requests that the Department of Interior perform its trust responsibility and expedite the process to place the land described above in trust status with the United States; and

BE IT FINALLY RESOLVED, that the Tribal Chairman is hereby authorized to take such further actions as are necessary to carry out the terms and intent of this resolution.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Regular TBC Meeting thereof duly called, noticed, convened and held on the 20th day of October, 2011, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] Voting. [ ] Not Voting.

Dated this 20th day of October, 2011.

ATTEST:

Tribal Secretary V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes

Tribal Chairman Tex G. Hall
Tribal Business Council
Three Affiliated Tribes

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

A Resolution Entitled: *"Authorization to Hire Independent Company to Conduct Groundwater Monitoring for MHA Nation Clean Fuels Refinery Operations."*

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and

WHEREAS, Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, The Constitution of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, Article VI, Section 5 (l) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies; and

WHEREAS, As determined to be in the best economic interest of the Three Affiliated Tribes The Tribes purchased land for a MHA Nation Clean Fuels Refinery Project ("Project") site that consists of the following legal descriptions, totaling 468.39 acres and excluding any valid rights-of-ways for roads, railroads, and other valid existing easements:

N1/2 of Section 19, Township 152 North, Range 87 West, 5th Principal Meridian, Ward County, North Dakota consisting of 320.00 acres, more or less.

NW1/4 Section 20, Township 152 North, Range 87 West, 5th Principal Meridian, Ward County, North Dakota, consisting of 148.39 acres, more or less ("Site"); and

WHEREAS, The Site is now in fee simple status, owned by the Tribes; and

WHEREAS, The Tribal Business Council has determined that the Tribe would benefit economically if the fee land owned by the Tribes were placed into trust with the United States, as it could also enhance the possibilities of obtaining financing for the Project as well as tax benefits to the Project as a whole; and

WHEREAS, The Tribal Business Council passed Resolution 03-020-RP on March 14, 2003, authorizing the submission of a fee to trust application to the Bureau of Indian

Affairs to place the Project lands into trust and passed Resolution No. 11____ VJB on October 13th , 2011, to verify continued interest in the fee to trust transaction; and

WHEREAS, The Tribe received a letter, dated September 13, 2011, on behalf of Bruce Loudermilk, Regional Director of the Bureau of Indian Affairs Great Plains Regional Office, requesting additional information and documents in order to make its decision on the fee to trust transaction; and

WHEREAS, In that letter, the Bureau of Indian Affairs requests an agreement from the Tribe for independent monitoring of groundwater at the refinery site; and

WHEREAS, The Environmental Protection Agency's August 12, 2011, Record of Decision for the Refinery's Clean Water Act National Pollutant Discharge Elimination System ("NPDES") permit recommends, as a mitigation measure, groundwater monitoring during operation of the Refinery to determine if groundwater has become contaminated, the extent of contamination, and to help evaluate remediation options; and

WHEREAS, The Tribal Business Council has determined that it is in the best interest of the Tribes to hire an independent entity to conduct groundwater monitoring during Refinery operations in order to assess contamination.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby authorizes and approves the Tribes to hire an independent company to conduct groundwater monitoring during operations of the MHA Nation Clean Fuels Refinery Project; and

BE IT FINALLY RESOLVED, that the Chairman is hereby authorized to take such further actions as are necessary to carry out the terms and intent of this resolution.

CERTIFICATION

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Regular TBC Meeting thereof duly called, noticed, convened and held on the 20th day of October, 2011, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] Voting. [ ] Not Voting.

Dated this 20th day of October, 2011.

ATTEST:

Tribal Secretary V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes

Tribal Chairman Tex G. Hall
Tribal Business Council
Three Affiliated Tribes

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

A Resolution entitled, "Special Legal Services Contract for the Clean Fuels Refinery Project"

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and

WHEREAS, The Constitution of the Three Affiliated Tribe generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, The Three Affiliated Tribes ("Tribes") has determined that it is in the best economic interest to continue the pursuit of the Clean Fuels Refinery Project (the "Project") on behalf of the Mandan, Hidatsa & Arikara Nation (the "Nation"); and

WHEREAS, The Business Council has determined that it is in the best interest of the Nation that the Project have its own separate budget for legal services; and

WHEREAS, The Business Council has determined that it is in the best interest of the Nation that the Project hire as its legal counsel the law firm of Fredericks Peebles & Morgan, LLP; and

WHEREAS, The Business Council hereby wishes to engage the law firm of Fredericks Peebles & Morgan pursuant to the Special Legal Services Contract attached hereto and incorporated by reference to provide the legal services as stated in the Special Legal Services Contract on behalf of the Project.

NOW THEREFORE BE IT RESOLVED, that the Business Council hereby authorizes and approves the Three Affiliated Tribes to hire Fredericks Peebles and Morgan, LLP as legal counsel for the MHA Nation Clean Fuels Refinery Project; and

BE IT FURTHER RESOLVED, that the Business Council hereby approves the Special Legal Services Contract attached hereto and incorporated by reference; and

BE IT FINALLY RESOLVED, that the Chairman is hereby authorized to take such further actions as are necessary to carry out the terms and intent of this resolution.

MANDAN, HIDATSA, & ARIKARA NATION
Three Affiliated Tribes • Fort Berthold Indian Reservation
404 Frontage Road • New Town, North Dakota 58763-9402

OFFICE OF THE CHAIRMAN
TEX "RED TIPPED ARROW" HALL
(701) 627-8122
FAX (701) 627-3503

Attorney Scope of Work and Budget for MHA Nation Clean Fuels Refinery
October 12, 2011

This attorney budget reflects the scope of work necessary to reach full development of the MHA Clean Fuels Refinery. The budget was developed on the assumption that there is no litigation or administrative appeals other than what exists to date. Our firm provides general legal counsel services to the Tribal entity working on the Refinery project and has performed a substantial amount of work on the Refinery project to date.

Scope of Work:

1. Set up management entity to plan, construct, and develop refinery

2. Negotiate and draft agreements of participation in company and financial agreements

    a. Allocate revenue in relation to financial agreements

    b. Negotiate with investor regarding engineer selection and design

    c. Develop Requests for Proposals as needed

4. Negotiate and draft consulting agreements for the Tribal entity

5. Negotiate and draft management agreement and/or operating agreement

6. Identify and resolve remaining environmental issues

    a. NPDES permit appeal (Respond to petitions)

    b. Construction storm water permit

    c. Clean Water Act § 404 permit for wetlands

7. Continuing work on issues that arise during construction and development

8. Obtaining permits for normal operation of the plant

9. Respond to future issues that arise with the U.S. EPA, the Department of Interior Bureau of Indian Affairs, and other government agencies

10. Provide general legal services to the tribal entity charged with the development and operation of the Clean Fuels Refinery

Budget:

The total estimated budget for this scope of work is $175,000, including expenses, for the period from July 1, 2011 to June 30, 2012 and $175,000, including expenses, for the period from July 1, 2012 to June 30, 2013.

AGREEMENT FOR SPECIAL LEGAL SERVICES
MHA NATION CLEAN FULES REFINERY

This Agreement, effective July 1, 2011, is made by and between Mandan, Hidatsa, & Arikara Nation (the "Nation" or "MHA Nation") located at 404 Frontage Road, New Town, ND 58763 and FREDERICKS PEEBLES & MORGAN, LLP, located 1900 Plaza Drive, Louisville, CO 80027 ("Attorney").

A. SUBJECT OF AGREEMENT.

The Attorney will provide special legal services to the MHA Nation in connection with the MHA Nation Clean Fuels Refinery Project (the "Project"). This Agreement is for two years beginning on the date first written above. The total estimated budget for the legal services to be provided is $175,000, including expenses, for the period from July 1, 2011 to June 30, 2012 and $175,000, including expenses, for the period from July 1, 2012 to June 30, 2013.

B. LEGAL SERVICES TO BE PROVIDED.

1. The legal services to be provided include the following: a) set up management entity to plan, construct and develop the Project; b) Negotiate and draft agreements of participation in the company and all related financial agreements: i) allocate revenue in relation to financial agreements; ii) negotiate with investor(s) regarding engineer selection and facility design; and iii) develop requests for proposals as needed; c) Negotiate and draft consulting agreements for the facility; d) negotiate and draft management agreement and/or operating agreement; e) identify and resolve remaining environmental issues including but not limited to: i) NPDES permit appeal (respond to petitions); ii) construction storm water permits; and iii) Clean Water Act §

404 permit for wetland; f) continue working on issues that arise during construction and development; g) obtaining permits for normal operation of the refinery and ancillary operations; h) respond to future issues that arise with the U.S. EPA, the Department of Interior – Bureau of Indian Affairs, and other governmental agencies; i) provide general legal services to the entity charged with the development and operation of the Project.

2. The term "general legal services" shall include, but not necessarily be limited to, all of the following:

a. Attendance at all conferences or meetings involving legal matters pertaining to the Project, whenever the Attorney is requested by the Project to attend any such conferences or meetings;

b. The rendering of written or oral legal opinions on any matters on which the Project may, at any time, request the Attorney to render such opinions;

c. The preparation of all contracts, leases, policies, assignments, and other legal documents that the Project may, at any time, request the Attorney to prepare;

d. Representation of the Project on all matters involving any other administrative body, agency or board, when requested by the Project to do so;

e. Representation of the Project, when requested by the Project to do so, in all routine litigation in which it may become involved in the future;

f. The handling of all property acquisitions, including leases and assignments, and business transactions which the Project may direct the Attorney to handle; and

g. Reviewing and advising on all contracts, assignments, leases, and other legal documents that have not been prepared by the Attorney, but to which the

Project may become a party or which might affect the Project, whenever requested by the Project to do so.

C. COMPENSATION AND REIMBURSEMENT.

1. The Nation agrees to pay the Attorney for special legal services performed for the Project hereunder, at the following rates:

a. $250.00 per hour for partners;

b. $200.00 per hour for senior associates;

c. $150.00 per hour for junior associates;

d. $80.00 per hour for law clerks or paralegals.

The rate multiplied by the time spent on the Project's behalf, measured in tenths of an hour, will be evaluated by the billing attorney as the basis for determining the fee. Balances over 60 days are subject to a service charge of 1.5% each month. Attorney retains the right to discontinue work for non-payment of billed charges.

2. The Nation agrees to reimburse the Attorney for necessary and reasonable expenses incurred in handling the legal affairs of the Project. Attorney shall make best efforts, consistent with their professional responsibilities and the legal needs of the Project, to minimize travel time and expenses. Reimbursable expenses shall include travel expenses, automobile mileage reimbursed at the current standard government rate, long distance telephone calls and facsimile, printing of documents, photocopies and such like expenses, but shall not include office expenses such as rent, light, heat, stenographic or clerical services, or expert witness fees. Attorney may adjust fees for expenses on occasion to reflect increases in costs.

3. The Attorney agrees that the Attorney will not employ or otherwise incur an obligation to pay other counsel, specialists, or experts for services in connection with services described herein without prior approval of the Nation.

4. The Attorney agrees to bill the Nation monthly at the rates set forth above for all services rendered and reimbursable items procured hereunder. The Attorney agrees that the bill shall identify in reasonable detail the legal services performed, the number of hours spent (to the tenth of an hour) on each matter, the rate at which the Attorney's time was billed, and each reimbursable item.

D. INFORMATION TO BE MADE AVAILABLE TO THE NATION.

The Attorney agrees to inform the Nation at all times as to the status of each matter the Attorney is working on and as to the acts which are being taken on behalf of the Project. The Attorney also agrees to make available to the Nation all files and materials maintained by the Attorney and pertaining to the Project.

E. PROFESSIONAL STATUS AND CONFLICTS OF INTEREST.

The Attorney certifies that all partners and associates of the Attorney are fully licensed to practice law in a state of the United States and no disciplinary proceedings which are pending and/or unresolved have been instituted against the Attorney or any partner or associates of the Attorney by any bar association or other authority of any jurisdiction of the United States or its territories, and no partner or associate of the Attorney has been disbarred or suspended from the practice of law in any state.

F. COMPLETE AGREEMENT.

This writing includes the entire Agreement between the Nation and the Attorney. This Agreement may be modified only with another written agreement signed by the Nation and the Attorney.

G. LENGTH OF AGREEMENT.

The TPEI and the Attorney agree that this Agreement will run from July 1, 2011 to June 30, 2013 unless terminated by either party subject to Section H below.

H. TERMINATION OF SERVICES.

1. This Agreement may be terminated by the Nation at any time by giving written notice to Attorney. This Agreement may be terminated by Attorney at any time by giving thirty (30) days written notice to the Nation. If this Contract is so terminated, Attorney shall receive all fees and costs previously billed to the Nation up to the date of termination.

2. In the event that this Agreement is terminated, the Attorney agrees that all finished and unfinished documents, including, but not limited to, pleadings, exhibits, project data, reports and evidence shall, at the option of the Nation, become its property and shall be delivered to it or to any party it may designate.

WITNESSED OR ATTESTED BY:

Mandan, Hidatsa, & Arikara Nation

By: _____
Tex Hall, Chairman
Mandan, Hidatsa, & Arikara Nation

FREDERICKS PEEBLES & MORGAN, LLP

By: _____
Senior Partner

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Regular TBC Meeting thereof duly called, noticed, convened and held on the 20th day of October, 2011, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] Voting. [ ] Not Voting.

Dated this 20th day of October, 2011.

ATTEST:

Tribal Secretary V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes

Tribal Chairman, Tex Hall
Tribal Business Council
Three Affiliated Tribes