



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

A Resolution Entitled, “*Providing Tribal Consent for Communitization Agreement (NDM 102714) Implicating Tribal Mineral Interests.*”

WHEREAS, The Mandan Hidatsa and Arikara Nation (MHA Nation), also known as the Three Affiliated Tribes, having accepted the Indian Reorganization Act of June 18, 1934, the authority under said Act, and having adopted a Constitution and By-laws (the Constitution) under said Act, and

WHEREAS, Pursuant to Article III, Section 1 of the Constitution, the Tribal Business Council is the governing body of the MHA Nation; and

WHEREAS, The Constitution 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 MHA Nation and of the enrolled members thereof; and

WHEREAS, Pursuant to Article VI, Section 5(1) of the Constitution, the Tribal Business Council has the power to adopt Resolutions regulating the procedures of the Tribal Business Council, its agencies and officials; and

WHEREAS, The Bureau of Indian Affairs (BIA) prepared and transmitted to the Tribe 4 Communitization Agreements NDM 102714 implicating tribal mineral resources under Indian Mineral Development Act leases; and

WHEREAS, The Tribal Business Council believes it is in the best interest of the Tribe to provide consent for Communitization Agreement NDM 102714 identified in Attachment A and further described in Attachment B.

NOW THEREFORE BE IT RESOLVED, The Tribal Business Council hereby approves and provides tribal consent for Communitization Agreement NDM 102714 identified in Attachment A and further described in Attachment B.

BE IT FURTHER RESOLVED, The Tribe consents and authorizes the Operator of the Communitization Agreements to move the royalty and lease balances (estimate and recoupment balances) from the original Tribal lease to the new Tribal lease.

BE IT FINALLY RESOLVED, The Chairman of the Tribal Business Council shall have the authority to execute all documents necessary to provide tribal consent for Communitization Agreement NDM 102714 identified in Attachment A and further described in Attachment B and take such further actions as are necessary to carry out the terms and intent of this Resolution.



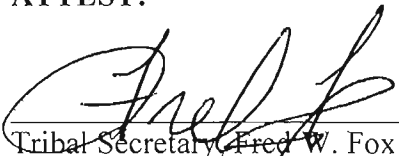
CERTIFICATION

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, 7 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 19th day of August, 2026, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] Voting. [] Not Voting.

Dated this 19th day of August, 2026.

ATTEST:


Tribal Secretary, Fred W. Fox
Tribal Business Council
Three Affiliated Tribes


Chairman, Mark N. Fox
Tribal Business Council
Three Affiliated Tribes

CA Checklist

E/C Date: 07/29/2026 TBC Date: 08/13/2026

Company Submitting Request: Devon Energy Williston LLC Submittal Date: 7/27/2026

Communitized Area Operator: Devon Energy Williston LLC

CA Agreement #: NDM 102714 CA Effective Date: 05/01/2012

Overlapping Unit (Y/N): Yes

Overlapping Base CA's: NDN 100100

CA Acres Committed: 1,279.84 Acres

Legal Description of Lands Committed per CA Document:

Township: T150N R93W & T149N R93W

Sections: All of 36, 1

Dunn County, ND

Initial Well Name from CA: Corral 1-36HD

NDIC File No: 21609 API: 33-025-01489-00-00

Spud Date: 1/31/2012 Completion Date: 5/2/2012

Tribal Tract(s) Included in CA: MT 2139, MT 2140 and MT 1808

Tribal Interest in CA: 48.44%

Any Unleased Lands in CA: No

If Initial well is producing are any payments being made:

MHA Energy Recommendation: Approval of CA.

MHA Energy Director

MHA Energy Realty

**NORTH DAKOTA INDIAN
COMMUNITIZATION AGREEMENT**

Contract No. NDM 102714

THIS AGREEMENT, entered into as of the date shown in Section 10 hereof by and between the parties subscribing, ratifying, or consenting hereto, such Parties being hereinafter referred to as "parties hereto."

W I T N E S S E T H:

WHEREAS, the Act of March 3, 1909, (35 Stat. 783), as amended by the Act of August 9, 1955, (69 Stat. 540) and the Act of May 11, 1938, (52 Stat. 347 as amended, 25 USC 396a-g), Indian Mineral Development Act of 1982, (25 USC 2101-2108), require that all operations under oil and gas leases on tribal and/or allotted Indian lands shall be subject to the rules and regulations of the Secretary of the Interior, and the regulations issued pursuant to said statutes provide that in exercise of his judgment, the Secretary of the Interior may take into consideration among other things, the Federal laws, State laws, regulations by competent Federal or State authorities, or lawful agreements among operators regulating either drilling or production or both (25 CFR Secs. 211.28, 212.28); and

WHEREAS, it is deemed necessary in the interest of conservation of natural resources and in the interest of tribal and/or allotted lessors to communitize or pool lands covered by an Indian oil and gas lease, or any portion thereof, with other lands, whether or not included in another Indian lease, when separate tracts under such Indian lease cannot be independently developed and operated in conformity with an established well-spacing program or pattern for the field or area; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this Agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this Agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 150 North, Range 93 West, 5th P.M.
Section 36: ALL

Township 149 North, Range 93 West, 5th P.M.
Section 1: ALL

Dunn County, North Dakota

Containing **1279.84** acres, and this agreement shall include the **Mandaree Field – Bakken Pool**, underlying said lands and the crude oil and associated natural gas, hereinafter, referred to as "communitized substances," producible from such formation(s).

2. Attached hereto, and made a part of this agreement for all purposes, is Exhibit A displaying the communitized area and Exhibit B designating the operator of the communitized area and showing the acreage, percentage and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.
3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the owners of the working interest in the communitized area, and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer.
4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas regulations.
5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Indian, Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued.
7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
8. The commencement, completion, continued operation, or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation, or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments, and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
10. This agreement shall be effective as **May 1, 2012** of upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of 2 years so long thereafter as communitized substances are produced from the communitized area in paying quantities, provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this Agreement may be terminated at any time by mutual agreement of the parties hereto.
11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer, or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to restricted Indian land shall be subject to approval by the Secretary of the Interior, or his duly authorized representative.
12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases in which owners of restricted Indian lands are the lessor and in the applicable oil and gas regulations of the Department of the Interior.
13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors, and assigns.
14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.
15. Insofar as concerns the undersigned parties who hold interests in the restricted Indian land which is described as Tract(s) **1 - 5** in Exhibit "B" hereto, this Agreement shall be subject to the approval of the Secretary of the Interior or his duly authorized representative.
16. In the performance of work under this Agreement, the operator and working interest owners hereunder agree to comply with the nondiscrimination provisions of Executive Order 11246 (30 F.R. 12319), as amended, except as this Agreement may be exempt from the provision of Executive Order 11246 by-law or by reason of the provision of any lease committed hereto, granting preference rights of employment to Indians.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written and have set opposite their respective names the date of execution.

EXHIBIT A2 effective 4/29/2020 to present
CA NDM 102714

Township 150 North, Range 93 West, 5th P.M.

Section 36: ALL

Township 149 North, Range 93 West, 5th P.M.

Section 1: ALL

Mandaree – Bakken Pool
Dunn County, North Dakota

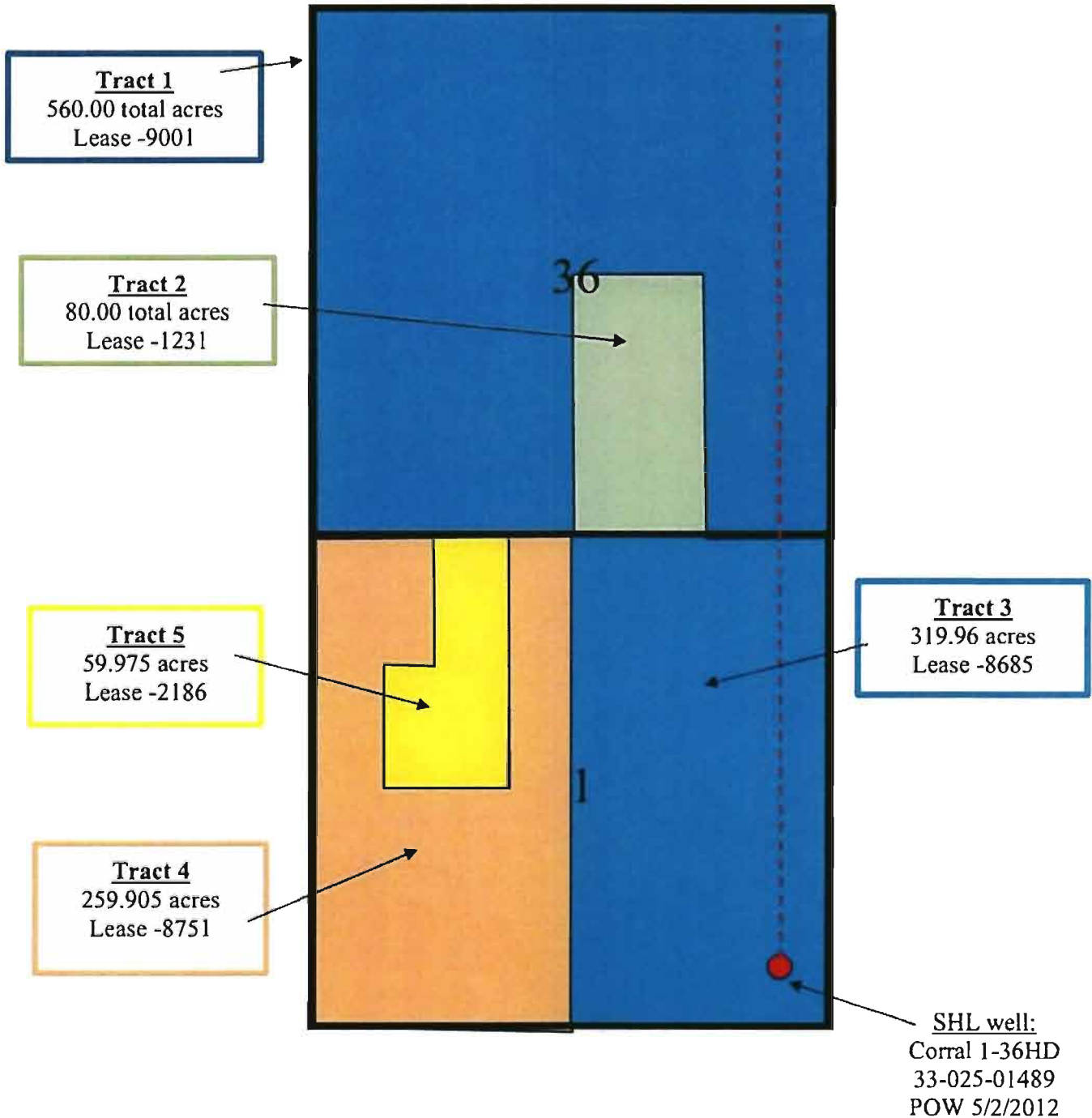


EXHIBIT A1 effective 5/1/2012 to 4/28/2020
CA NDM 102714

Township 150 North, Range 93 West, 5th P.M.

Section 36: ALL

Township 149 North, Range 93 West, 5th P.M.

Section 1: ALL

Mandaree – Bakken Pool
Dunn County, North Dakota

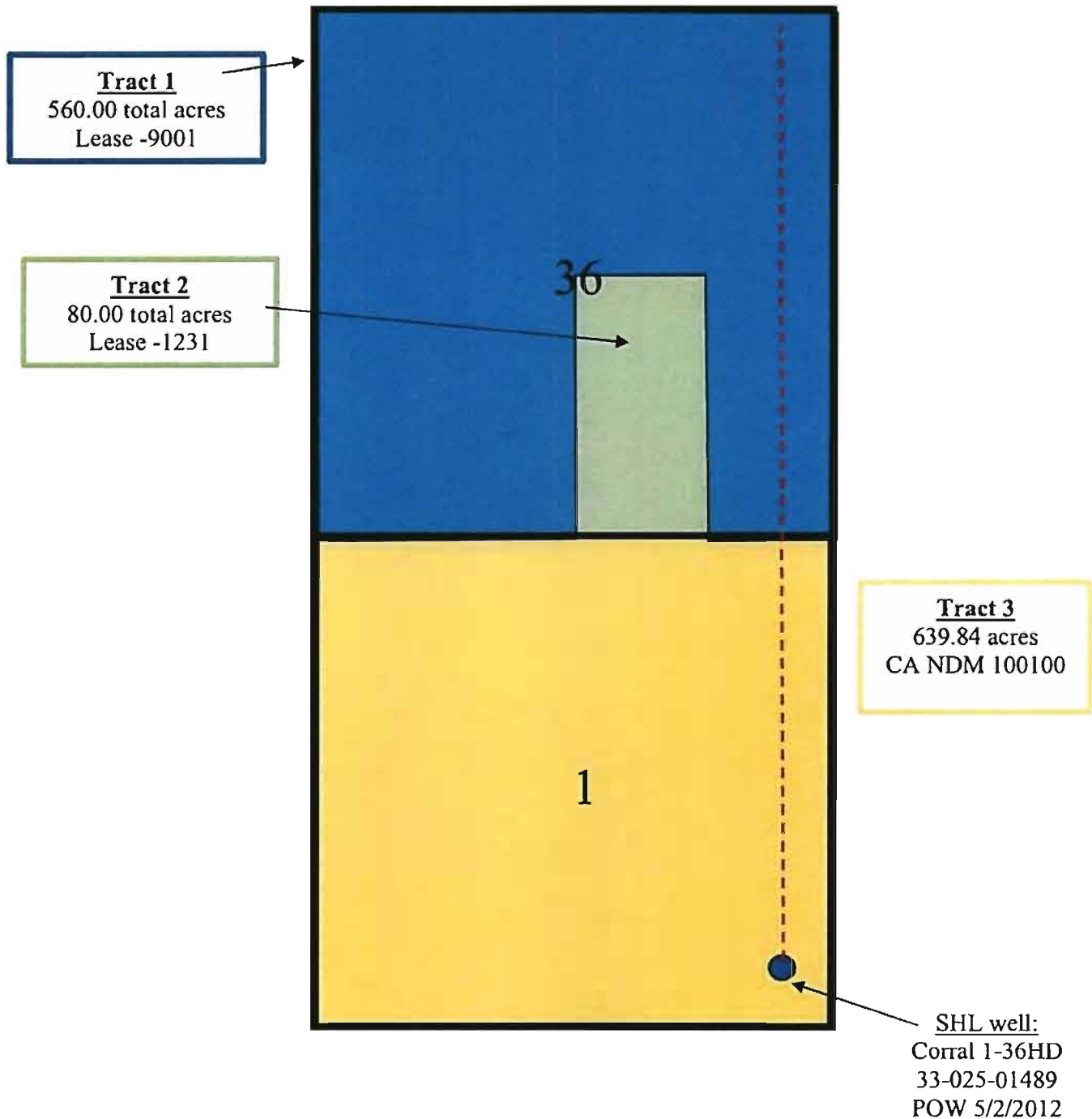


EXHIBIT B 1

CA NDM 102714

Effective 5/1/2012 to 4/29/2020

To Communitization Agreement embracing
Township 150 North, Range 93 West, 5th P.M.

Section 36: ALL

Township 149 North, Range 93 West, 5th P.M.

Section 1: ALL

Mandaree – Bakken Pool
Dunn County, North Dakota

Operator of Communitized Area: Devon Energy Williston , L.L.C.

DESCRIPTION OF LEASES COMMITTED

TRACT NO. 1

Lease Serial Number:	BIA 7420A04 9001
BIA Tract Numbers:	MT 2139, MT 2140
Lease Effective Date:	2/1/2008
Lease Term:	5 years
Royalty Rate:	18% plus 2% on first day of the month following the 6 th year anniversary of production of a well
Description of Lands Committed:	<u>Township 150 North, Range 93 West</u> Section 36: W2, NE, S2SE
Number of Acres:	560.00 gross / net
Original Lessee:	Dakota-3, LLC
Current Lessee:	Devon Energy Williston, L.L.C.
WI Owner and Percentage:	Devon Energy Williston, L.L.C.– 100%

TRACT NO. 2

Lease Serial Number:	BIA 7420A04 1231
BIA Tract Number:	M 2140
Lease Effective Date:	7/30/2008
Lease Term:	5 years
Royalty Rate:	18%
Description of Lands Committed:	<u>Township 150 North, Range 93 West</u> Section 36: W2SE
Number of Acres:	80.00 gross / net
Original Lessee:	Windsor Bakken, LLC
Current Lessee:	Marathon Oil Company
WI Owner and Percentage:	Marathon Oil Company – 100%

TRACT NO. 3

CA Serial Number:	CA NDM 100100 (a.k.a. NDMT 105375930)
Description of Lands Committed:	<u>Township 149 North, Range 93 West</u>
	Section 1: All
Number of Acres:	639.84 acres
Current Name of Operator:	Devon Energy Williston, LLC

All production allocated to this tract is to be further allocated in accordance with the terms of CA NDM 100100. CA NDM 100100 consists of all of section 1 in T. 149 N., R. 93 W., 5th PM, ND.

EXHIBIT B 2
CA NDM 102714
Effective 4/30/2020
CA NDM 100100 Terminated effective 4/29/2020

TRACT NO. 1

Lease Serial Number:	BIA 7420A04 9001
BIA Tract Numbers:	MT 2139, MT 2140
Lease Effective Date:	2/1/2008
Lease Term:	5 years
Royalty Rate:	18% plus 2% on first day of the month following the 6 th year anniversary of production of a well
Description of Lands Committed:	<u>Township 150 North, Range 93 West</u> Section 36: W2, NE, S2SE
Number of Acres:	560.00 gross / net
Original Lessee:	Dakota-3, LLC
Current Lessee:	Devon Energy Williston, L.L.C.
WI Owner and Percentage:	Devon Energy Williston, L.L.C.– 100%

TRACT NO. 2

Lease Serial Number:	BIA 7420A04 1231
BIA Tract Number:	M 2140
Lease Effective Date:	7/30/2008
Lease Term:	5 years
Royalty Rate:	18%
Description of Lands Committed:	<u>Township 150 North, Range 93 West</u> Section 36: W2SE
Number of Acres:	80.00 gross / net
Original Lessee:	Windsor Bakken, LLC
Current Lessee:	Marathon Oil Company
WI Owner and Percentage:	Marathon Oil Company – 100%

TRACT NO. 3

Lease Serial Number:	BIA 7420A04 8685
BIA Tract Number:	M 2177
Lease Effective Date:	11/9/2007
Lease Term:	5 years
Royalty Rate:	18%
Description of Lands Committed:	<u>Township 149 North, Range 93 West</u> Section 1: E2
Number of Acres:	319.96 gross / net
Original Lessee:	Zenergy Inc.
Current Lessee:	Devon Energy Williston, L.L.C.
WI Owner and Percentage:	Devon Energy Williston, L.L.C. – 100%

TRACT NO. 4

Lease Serial Number: BIA 7420A04**8751**
BIA Tract Number: M 1808
Lease Effective Date: 12/26/2007
Lease Term: 5 years
Royalty Rate: 18%
Description of Lands Committed: Township 149 North, Range 93 West
Section 1: E2SENW (20.00), SW (160.00),
W2SWNW(20.00), E2 of Lot 3 (19.975),
Lot 4 (39.93),
Number of Acres: 259.905 gross / net
Original Lessee: Zenergy Inc.
Current Lessee: Devon Energy Williston L.L.C...
WI Owner and Percentage: Devon Energy Williston L.L.C – 100%

TRACT NO. 5

Lease Serial Number: BIA 7420A04**2186**
BIA Tract Number: MT 1808
Lease Effective Date: 2/17/2009
Lease Term: 7 years
Royalty Rate: 22.5%
Description of Lands Committed: Township 149 North, Range 93 West
Section 1: W2SENW (20.00), E2SWNW (20.00),
W2 of Lot 3 (19.975)
Number of Acres: 59.975 gross / net
Original Lessee: Red Willow Great Plains, LLC
Current Lessee: Red Willow Great Plains, LLC
WI Owner and Percentage: Red Willow Great Plains, LLC – 100%

RECAPITULATION 1 – 5/1/2012 to 4/29/2020

CA NDM 102714

Tract No.	Lease No.	Acres Committed	% Interest In Communitized Area
1	7420A49001	560.00	43.75557%
2	7420A41231	80.00	6.25078%
3	CA NDM 100100	639.84	49.99375%
TOTAL		1279.84	100.00000%

RECAPITULATION 2– Effective 4/30/2020

CA NDM 102714

CA NDM 100100 Terminated effective 4/29/2020

Tract No.	CA No.	Acres Committed	% Interest In Communitized Area
1	7420A49001	560.000	43.75547%
2	7420A41231	80.000	6.25078%
3	7420A48685	319.960	25.00000%
4	7420A48751	259.905	20.30762%
5	7420A42186	59.975	4.68613%
TOTAL		1279.840	100.00000%



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Fort Berthold Agency

Post Office Box 370

New Town, North Dakota 58763

IN REPLY REFER TO:
Realty Department

April 4, 2025

Devon Energy Williston, LLC
333 West Sheridan
Oklahoma City, OK 73102

Dear Operator:

This letter shall serve as your official notification that Communitization Agreement (CA) NDM 100100 effective February 11, 2010, and approved on September 17, 2010, is hereby terminated. CA NDM 100100 encompassed all of Section 1, Township 149 North, Range 93 West of the Fifth Principal Meridian, Dunn County, North Dakota, containing 639.84 acres, which included Fort Berthold oil and gas lease numbers 7420A48751, 7420A48685 and 7420A42186. The subject agreement communitized all rights underlying said lands to the crude oil and associated natural gas producible from the Mandaree Field- Bakken Pool.

On May 23, 2024, the Bureau of Land Management (BLM), North Dakota Field Office recommended the Bureau of Indian Affairs (BIA) terminate CA NDM 100100 as production of the well associated with this CA had ceased. The record indicates the TAT 15-1H (API: 33-025-00993) well, located on the surface of the SW/4SE/4 of Section 1 in Township 149 North, Range 93 West, completed for production on April 29, 2010, is no longer producing. The well was plugged and abandoned on April 29, 2020, with notice final reclamation being submitted by your company on August 7, 2024 (Final Abandonment Notice enclosed).

Section 10 of CA NDM 100100 stipulated the agreement would remain in full force and effect for a period of two (2) years and so long thereafter as communitized substances were or could be produced from the communitized area in paying quantities. Our review confirms there is no longer production in paying quantities from this well or any other wells to further hold this CA and is therefore terminated, effective April 29, 2020.

NOTICE TO INTERESTED PARTIES

A copy of this decision is being provided to each known interested party in accordance with 25 CFR § 2.104(a). Copies of this decision are being provided to ensure that each interested party is made aware of the decision being issued. Interested parties are not required to take any further action; however, any interested party that wishes to appeal this decision may do so in accordance with the appeal instructions provided herein.

NOTICE OF APPEAL RIGHTS

This decision may be appealed by any person or entity who is adversely affected by the decision. Any

party who wishes to seek judicial review of this decision must first exhaust administrative remedies. Appeals must be submitted to the Great Plains Regional Director at the following address:

Bureau of Indian Affairs
Great Plains Regional Office
Attention: Regional Director
115 Fourth Avenue S.E., Suite 400
Aberdeen, South Dakota 57401

The appeals process begins when you file with the reviewing official a notice of appeal, complying with the provisions of 25 CFR §§ 2.205–2.207.

Deadline for Appeal. Your notice of appeal must be submitted in accordance with the provisions of 25 CFR § 2.214 within 30 days of the date you receive notice of this decision pursuant to 25 CFR § 2.203. If you do not file a timely appeal, you will have failed to exhaust administrative remedies as required by 25 CFR Part 2. If no appeal is timely filed, this decision will become effective at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

Appeal Contents and Packaging. Your notice of appeal must comply with the requirements in 25 CFR § 2.214. It must clearly identify the decision being appealed. If possible, attach a copy of this decision letter. The notice and the envelope in which it is mailed should be clearly labeled, "Notice of Appeal." If electronic filing is available, "Notice of Appeal" must appear in the subject line of the email submission. Your notice of appeal must list the names and addresses of the interested parties known to you and certify that you have sent them and this office copies of the notice by any of the mechanisms permitted for transmitting the notice of appeal to the Bureau of Indian Affairs.

Where to Send Copies of Your Appeal. In addition to sending your notice of appeal to the Great Plains Regional Director, you must also send a copy of your notice of appeal to (1) each interested party known to you; and (2) this office at the address on the letterhead.

Assistance: If you can establish that you are an enrolled member of a federally recognized Tribe and you are not represented by an attorney, you may, within 10 days of receipt of this decision, request assistance from this office in the preparation of your appeal. Our assistance is limited to serving your filings on the interested parties and allowing limited access to government records and other documents in the possession of this office. We cannot obtain an attorney for you or act as your attorney on the merits of the appeal.

Should you have any questions, please contact Megan Gourneau, Superintendent, Fort Berthold Agency at megan.gourneau@bia.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Megan Gourneau', written in a cursive style.

Superintendent
Fort Berthold Agency

Enclosure(s)

cc: Great Plains Properties, LLC, 1675 Broadway, Suite 1600, Denver, Colorado 80202
BLM Dickinson Field Office
ONRR – Office of Natural Resource Revenue
IESC – Indian Energy Service Center
DEMD – Division of Energy and Mineral Development