



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

A Resolution entitled, "Approval of 3DGEO (3DGEO), Inc. Proposal for 3D Seismic Data Program."

- WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
- WHEREAS,** The Three Affiliated Tribes ("TAT") Constitution authorizes and empowers the Mandan, Hidatsa & Arikara Tribal Business Counsel to engage in activity on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and
- WHEREAS,** The Natural Resources Committee of the Tribal Business Council has reviewed the proposal by 3D Geophysical, Inc. ("3DGEO") of Houston, Texas; and
- WHEREAS,** The Fort Berthold Indian Reservation of the Three Affiliated Tribes comprises approximately 1,000,000 acres and had within it potentially significant oil and gas resources worth many hundreds of millions of dollars, as it lies within the generally accepted geologic formation known as the Williston Basin, a proven oil field since the early 1950's; and
- WHEREAS,** The Three Affiliated Tribes, exercising its rights as an Indian Nation, is actively seeking to develop its resources for the economic benefit of all of its members, which will provide both increased revenue to individual members and increased employment for tribal members; and
- WHEREAS,** The Three Affiliated Tribes has been approached by 3DGEO, of Houston, TX to develop and market 3D Seismic Data Program consisting of 1288 square miles, See Exhibit "A"; and
- WHEREAS,** The Tribal Business Council desires to enter into an 3D Geophysical Exclusive Agreement, see Exhibit "B", with 3DGEO providing for a twenty-year primary term and a twenty percent (20%) royalty of all net proceeds; and
- WHEREAS,** 3DGEO intends to market 3D Seismic Data to prudent Oil & Gas Operators to develop the identified Seismic 3D Data to all oil and gas properties within the Three Affiliated Tribes; and
- WHEREAS,** 3DGEO has submitted a proposal to acquire, market, and license all 3D Seismic Data, the terms of the proposal look very favorable to the Tribal Business Council.

NOW, THEREFORE, BE IT RESOLVED, The Three Affiliated Tribes hereby approves of entering into an Exclusive 3D Seismic Brokerage Agreement with the Three Affiliated Tribes with 3DGEO to include the following stipulations:

1. A primary term of twenty years with a 20% royalty of all the net proceeds.
2. Once 225% of the initial investment has been recovered, royalty shall increase to 51% to the Three Affiliated Tribes, 49% to 3DGEO thereafter of all net profits.
3. All data shall become property of Three Affiliated Tribes upon completion. 3DGEO shall keep licensing of the data as well.
4. There will be Three Phases; Phase I, shall be completed on or before October 1, 2012; Phase II, shall commence acquisition on or before 90 days thereafter and be completed on or before May 1, 2013; Phase III, shall commence acquisition on or before 90 days of the completion of Phase II, and will be completed on or before September 1, 2013. Both Phase I & II will consist of +/-330 square miles, and Phase III will be +/- 600 square miles.
5. 3DGEO shall have the Exclusive Marketing Rights for all 3D Seismic approved within Three Affiliated Tribes.
6. All Operators / Buyers of the 3D Seismic Data will execute a Master Geophysical Data Use License Agreement, Exhibit "C" with 3DGEO and TAT.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Tribal Business Council designates the Natural Resources Oil and Gas Department and the Legal Department to negotiate and finalize a 3D Geophysical Exclusive Agreement Exhibit "B" and a Geophysical Permit, Exhibit "D", with 3DGEO consistent with this resolution.

BE IT FINALLY RESOLVED, that the Chairman of the Tribal Business Council is hereby authorized to execute a finalized 3D Geophysical Exclusive Agreement on behalf of the Three Affiliated Tribes and that either the Vice-Chairman, Secretary or Treasurer may sign as a co-signatory on said Agreement.

3D Geophysical Exclusive Agreement

Three Affiliated Tribes Berthold 3D Seismic Program

This 3D Geophysical Exclusive Agreement (the "Agreement") entered into effective the 22nd day of March, 2012, by and between 3D Geophysical, Inc. ("3DGeo") 7324 Southwest Freeway, suite 960, Houston, Texas 77074 and The Three Affiliated Tribes, Fort Berthold Reservation, North Dakota ("TAT").

3DGeo and TAT agree that 3DGeo may act as an Exclusive Broker for certain TAT seismic data more specifically identified herein under the following terms and conditions:

I. TAT PROPRIETARY 3D SEISMIC DATA

- i. **Agreement.** TAT hereby grants to 3DGeo an exclusive, non-transferable, right to initiate, negotiate, and to deliver certain TAT selected 3D Proprietary Seismic Data (the "Data") that TAT makes available to 3DGeo. 3DGeo acquires no rights in the Data except the right to deliver such Data to a licensee approved by TAT on the terms and provision approved by TAT (a "Licensee").
- ii. **Ownership.** TAT shall continue to own the Data and nothing in this Agreement shall be construed as a transfer or assignment of ownership rights in the Data (including any copies thereof in whatever form) or any intellectual property rights therein to 3DGeo or to a Licensee, unless specifically described in writing.
 1. TAT shall retain co-ownership rights for the specific purpose(s) of this Agreement over any data generated from trust or fee lands of individual landowner(s).

II. TERMS AND DEFINITIONS

- i. **Data.** The term "Data" shall include paper or digital forms of the Berthold 3D Seismic Data covering the Fort Berthold Reservation, North Dakota, a map of which is shown on Exhibit A attached hereto and made a part hereof for all purposes, together with the Shotpoint and Receiver location maps showing the location of the CDP data.

- ii. **License/ Sale.** Any use of the word "sale" between TAT and 3DGeo with respect to the Data shall mean only the sale of a license and shall never mean the transfer of ownership of the Data or any copy thereof, unless specifically approved in writing by TAT.
- iii. **Products Available.** Products available to Licensee are outlined in Exhibit B. These are the products made available by TAT to Licensee as part of the 3DGeo. Licensee is solely responsible to pay any associated costs for tape copies, reproduction costs, etc. in addition to license fees. TAT may wave said costs to Licensee but approval must be completed in writing and added to License Agreement.
- iv. **Master Geophysical Data-Use License Agreement.** 3DGeo acknowledges that any licensing of the Data shall be subject to prospective Licensee's execution of a Master Geophysical Data-Use License Agreement in the form of Exhibit "C", which must be signed by 3DGeo's Licensee prior to release of the Data to 3DGeo's Licensee. Any modification of Master Geophysical Data-Use License Agreement terms and provisions must be approved in writing by TAT. TAT retains the right to require 3DGeo to revise the terms and provisions of Exhibit "C" as to specific licensees.
- v. **Pricing.** Attached as Exhibit "D" is a license fee schedule for 3D Seismic Data. Licensee is strictly responsible for paying all license fees. TAT may change license fee schedule as necessary. All Pricing changes must be changed in writing per this agreement.
- vi. **Additional Seismic Data.** The parties agree that additional 3D seismic data may be added to this Agreement by mutual agreement of the parties.
- vii. **Copyright.** 3DGeo shall not transmit, copy, loan, give, or otherwise make available the Data to any third party or use the Data other than as permitted expressly herein. 3DGeo acknowledges that the Data is proprietary and confidential and constitutes a valuable trade secret of TAT.
- viii. **Availability.** TAT shall make available the Data in digital format in order that 3DGeo may show Data to a good faith prospective licensee.
- ix. **Expenses and Costs.** All expenses for traveling, entertainment, clerical, office and general selling expenses that may be incurred by 3DGeo in connection with this Agreement will be borne wholly by 3DGeo. In no case shall TAT be responsible or liable for such expenses.

III. CONDITIONS

- i. **Term.** Unless sooner terminated, as hereinafter provided, this Agreement shall be for a term of twenty (20) years from the date first above written; Upon termination of this Agreement, 3DGeo shall

promptly return all Data and any copies thereof which are in its possession to TAT and shall promptly render a final accounting to TAT.

- ii. **Conditions.** 3DGeo shall make all reasonable efforts to prevent occurrences of and eliminate conditions that could result in a conflict with the best interest of TAT. 3DGeo shall make all reasonable efforts to prevent conflicts of interest from arising out of relationships between agents of 3DGeo and agents or employees of TAT. 3DGeo's efforts shall include the establishment of precautions, including, but not limited to, the documentation of expenses, to prevent 3DGeo's agents from giving or receiving gifts or entertainment, other than an ordinary social amenity, or making any payments, loans or other consideration for the purpose of procuring business or inducing any person to act contrary to the best interest of TAT.
- iii. **License Provisions.** 3DGeo recognizes and acknowledges that TAT shall have the right to insist on such other provisions of license as it may deem desirable (even though not specified here) and may reject a licensee or any license agreement with or without cause with no liability to 3DGeo as a result of TAT's rejection. In the event of a license rejection without cause, 3DGeo will be reimbursed a flat fee of \$5,000.00 to cover time and expenses for efforts spent in negotiating licensing of Data. However, if the proposed sales price was less than shown on Exhibit C and TAT did not agree to the reduced price, no fee will be due 3DGeo from TAT.
- iv. **Commission Terms.** TAT shall remit all commission payments to 3DGeo within ten (10) business days of receiving payment from Licensee, via check. Commission Schedule is outlined in Exhibit "E".

IV. **MISCELLANEOUS**

- i. **Data Information.** Any inquiries regarding the Data should be directed to 3DGeo at the following address:

3D Geophysical, Inc.
7324 Southwest Freeway, Suite 960
Houston, TX 77074
Attn: Mr. Bill Wiseman

- ii. **Indemnifications.** 3DGeo agrees to defend, indemnify, and hold TAT harmless against all claims, demands, losses, damages, judgments, and associated costs and expenses (including, without limitation, reasonable attorneys' and investigative fees and costs of court) for property damage, personal injuries, bodily injuries, or death suffered by third parties arising out of the negligence, gross negligence, or willful misconduct of 3DGeo and any of its members, officers, employees, agents, and subcontractors in connection with its performance of the Agreement.

- iii. **Assignments.** This Agreement may not be assigned in whole or in part nor may the Data be transferred to a third party as part of an asset transfer, sale, or otherwise by 3DGeo except with TAT's prior written consent.
- iv. **Validity.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- v. **Entire Agreement.** The terms and provisions set forth herein, including the exhibits and separate agreements attached hereto and referenced herein, contain the entire agreement between 3DGeo and TAT with respect to the matters addressed herein and shall supersede all previous communications, representations or agreements, either oral or written, with respect to the subject matter hereof. No agreement or understanding carrying or extending the terms hereof, or of the exhibits and separate agreements attached hereto and referenced herein, will be binding upon either Party unless made in writing and duly executed by both parties.
- vi. **Waiver.** None of the requirements of this Agreement shall be considered as waived by either party unless the same is done in writing, and then only by the persons executing this Agreement, or other duly authorized agents or representatives. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation.
- vii. **No Partnership.** This Agreement does not create, and shall not be construed to create, a partnership, association, joint venture or fiduciary relationship of any kind or character between the Parties and shall not be construed to impose any duty, obligation, or liability arising from such a relationship by or with respect to any Party.
- viii. **Amendments.** This Agreement may be amended, modified, changed, altered or supplemented only by written instrument (not electronic) duly executed by the Parties which specifically refers to this Agreement.
- ix. **Notice.** Unless otherwise specified in this Agreement, all notices and other communications and deliveries provided for herein shall be made in writing and shall be deemed to have been properly given (i) upon receipt, when delivered in person, by certified or registered mail, or by courier delivery service at the following addresses, or (ii) if given by facsimile, when transmitted to the facsimile number set forth below, as evidenced by a machine-generated transmission confirmation, or (iii) if sent via email with a verification of receipt as evidenced by a machine-generated transmission confirmation:

Exclusive Broker:

3DGeo: 3D Geophysical, Inc.
7324 Southwest Freeway, Suite 960
Houston, TX 77074
Attn: Mr. Bill Wiseman
Telephone: 832-767-3164
Email: bwiseman@cngenergy.com

Owner:

Three Affiliated Tribes
Fort Berthold Reservation
404 Frontage Road
New Town, ND 58763
Attn: Chairman Tex G. Hall
Telephone: 701-627-4781
Email: redtippedarrow@mhanation.com

All notices hereunder shall be deemed to have been given when received by the addressee, or if mailed, effective as of posting by certified mail, return receipt requested, postage prepaid and addressed as given hereinabove for the respective parties hereto.

- x. **No Third Party Beneficiaries.** Nothing in this Agreement shall entitle any person or entity other than TAT or 3DGeo to any claim, cause of action, remedy or right of any kind.
- xi. **Governing Law.** This Agreement shall be interpreted according to and governed by the laws of the Three Affiliated Tribes and shall be adjudicated in the Fort Berthold District Court. In the event tribal law does not apply or is silent as to any dispute under this Agreement, the parties agree that the laws of the State of North Dakota may apply (excluding its laws with respect to conflicts of law).
- xii. **Waiver of Certain Damages.** Notwithstanding anything to the contrary hereunder, TAT and 3DGeo each waives and disclaims and shall not be responsible or liable to the other for any indirect, incidental, special, consequential, punitive or exemplary damages of any kind with respect to any dispute arising out of or relating to this Agreement or breach thereof, including, without limitation, such damages consisting of or arising out of lost profits, lost business opportunities, business interruption, loss of use, or losses arising out of delay.
- xiii. **Breach; Curative Period.** In the event of a breach of this Agreement, the non-breaching party, prior to pursuing any and all available courses of action, shall provide written notice to the breaching party of the alleged breach and allow for a thirty (30) day curative period for the breaching party to cure or remedy such breach. In the event the alleged breach is not cured or remedied during such curative period, the non-breaching party may then

pursue all remedies and courses of action available to it under the law and the terms of this Agreement, subject to the limitations set forth in Article III.

- xiv. **Termination.** In the event that a breach has not been cured or remedied by the end of the curative period, the non-breaching party may terminate this Agreement by providing written notice. The notice of termination shall be effective upon date of execution unless withdrawn by the noticing party. In all other circumstances excluding a breach provided in Section IV of this Agreement, either party may terminate this Agreement upon thirty (30) day written notice to the other party.
- xv. **Confidentiality.** Except as provided herein, the financial terms and conditions set forth herein shall be held as strictly confidential. Except as may be required by applicable securities laws and stock exchange regulations, or by legal process, 3DGeo and TAT shall not, without prior written consent of the other, disclose or publicize the financial terms, conditions and details of this Agreement, other than to their respective counsel, public accountants, or key personnel and those of its Affiliates who reasonably need to know. Notwithstanding anything to the contrary, each Party (and each employee, representative, or other agent of such party for so long as they remain an employee, representative or agent) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction contemplated by this Agreement (the "Transaction") and all materials of any kind (including opinions or other analyses) that are provided to such party relating to such tax treatment or tax structure. Nothing in this Agreement, or any other agreement between the Parties, whether express or implied, shall be construed as limiting in any way the ability of either Party to consult with any tax adviser (including a tax adviser independent from all other entities involved in the Transaction) regarding the tax treatment or tax structure of the Transaction.
- xvi. **Exhibits.** The following exhibits ("Exhibits") constitute all of the exhibits to this Agreement and are attached hereto and incorporated by reference herein:
- | | |
|-------------|---|
| Exhibit "A" | Seismic Data Coverage Maps |
| Exhibit "B" | Available Products and Seismic Data Description |
| Exhibit "C" | Master Geophysical Data-Use License Agreement |
| Exhibit "D" | License Fees |
| Exhibit "E" | Commission Fees |
- xvii. **Contingencies.** This Agreement shall be contingent upon, and is only binding on TAT and 3DGeo if this Agreement is fully executed on or before February __, 2012.

- xviii. **Sovereign Immunity**. The parties acknowledge that the Three Affiliated Tribes is a federally recognized Indian Tribe possessing sovereign immunity from suit and other legal proceedings. Nothing in this Agreement shall be construed, interpreted or held as a waiver of the sovereign immunity of the Tribe, its officials, agents or assigns.

EXECUTED by the Parties on the date(s) indicated in the acknowledgments below, but effective as of the Effective Date.

Three Affiliated Tribes

By: Scott Eagle
Title: Vice Chairman Three Affiliated Tribes
Date: 3-22-12

3D Geophysical, Inc.

By: [Signature]
Title: CEO
Date: 3/22/12

Exhibit "A"

(Berthold 3D Seismic Program)

Seismic Data Coverage Maps

Ft. Berthold 3D Seismic Program - Phase I, II & III

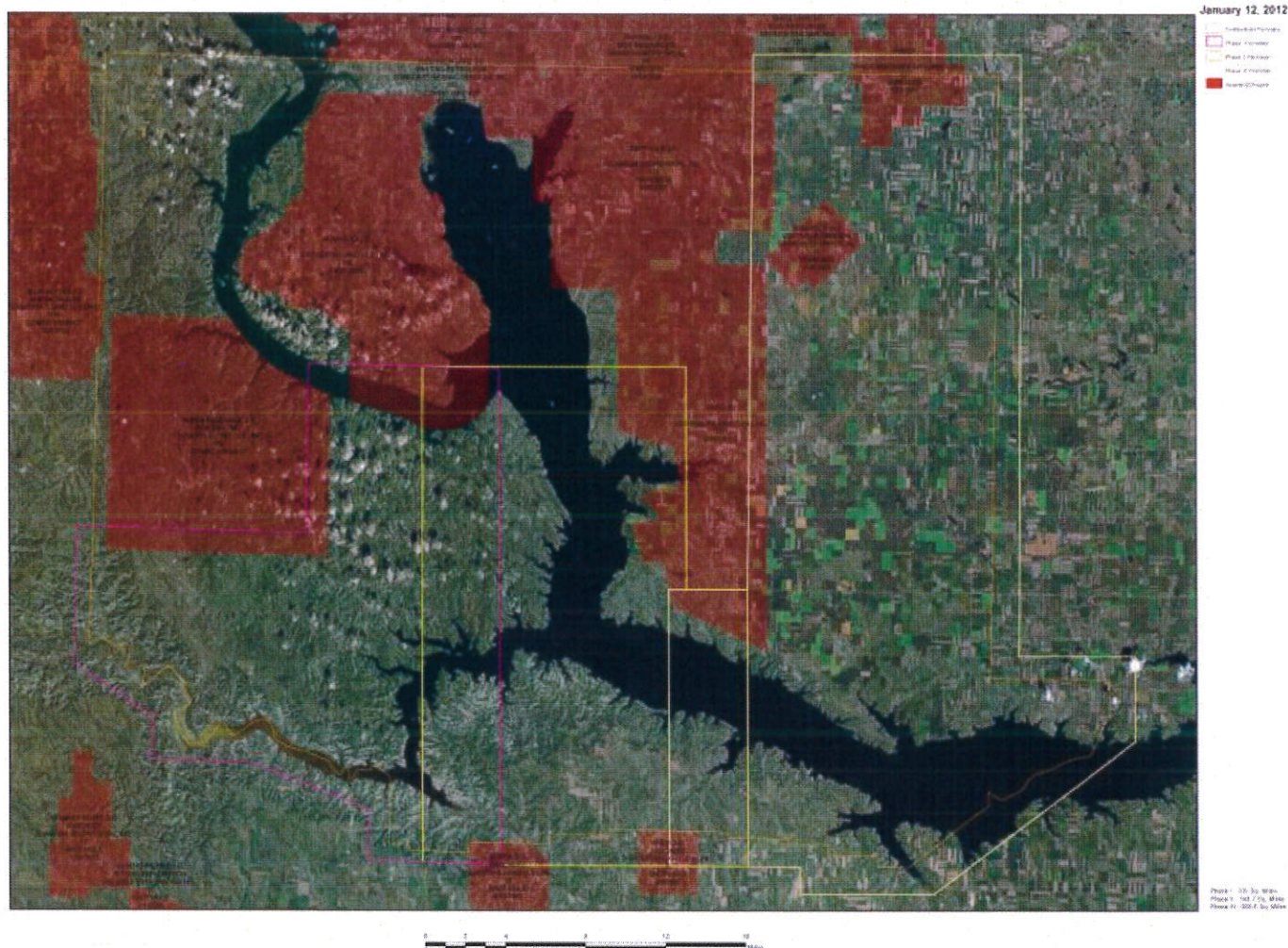


Exhibit “B”

(Berthold 3D Seismic Program)

Available Products and Seismic Data Description

1. Berthold 3D Survey – ± 1287 Sq. Miles

Available Products:

- 1) Field tapes
- 2) Raw gathers with geometry corrected gathers
- 3) Processed gathers with velocities
- 4) Pre Stack Time Migration (PSTM)

Exhibit “C”

(Berthold 3D Seismic Program)

Master Geophysical Data-Use License Agreement

See Exhibit”C” on Resolution

Exhibit "D"

(Berthold 3D Seismic Program)

License Fees

Effective February 9, 2012, license prices and 3DGeo commissions for (Berthold 3D Seismic Program)

TAT 3D seismic data within the United States of America shall be as follows:

3D Seismic Data Price List

<u>SQUARE MILES</u>	<u>PRICE/SQUARE MILE</u>
50	\$40,000
100	\$35,000
Entire survey	\$30,000

Third party is required to license a minimum of 25 square miles of (Berthold 3D Seismic Program).

Minimum limit may be changed if agreed upon in writing between TAT and 3DGeo.

Upon request by purchaser, TAT will furnish digital field copies with cost of tapes and reproduction of same being billed to purchaser, in addition to basic square mile costs. Tape copies must be requested within one year from sale of approval date.

Exhibit "E"

(Berthold 3D Seismic Program)

Commission Fees

3D Seismic Data Price List

<u>GROSS LICENSE FEES</u>	<u>COMMISSION</u>
All License Fees	80% of Gross License Fee up to 250% of net.
Collected	50% of gross License Fee past 250% of net.

All Commissions are due and payable within 10 days of receipt of payment by Licensor from Licensee.

MASTER GEOPHYSICAL DATA-USE LICENSE

This Master Geophysical Data-Use License (the “**License**”) is dated effective the _____ day of _____, 2012, between _____, _____ (hereinafter “**Data Owner**”) and _____, a _____ corporation (hereinafter “**Licensee**”).

WHEREAS, Data Owner owns or otherwise has the right to license to others the right to use certain geophysical data (the “**Data**”) and Licensee has expressed an interest in obtaining, from time-to-time, licenses from Data Owner to use portions of the Data and Data Owner has agreed to license the use of such Data to Licensee all upon the terms and conditions set forth in this License.

Accordingly, Data Owner will license to Licensee the non-exclusive right to use portions of the Data, as agreed from time-to-time by Licensee and Data Owner, in accordance with the terms and conditions set forth below. Each occasion on which Data is licensed by Data Owner to Licensee, a Supplemental Agreement, or Supplement, consecutively numbered, will be concluded by the parties for each such transaction. Each Supplement shall identify the Data subject thereto, the consideration to be paid by Licensee therefor and other particulars concerning such license transaction.

1. Ownership: Licensee acknowledges that the Data is a valuable property right of Data Owner and that title to and ownership rights in such Data shall at all times remain in Data Owner (and/or those on behalf of which Data Owner acts), and Licensee shall acquire, under the terms hereof, only the non-exclusive right to utilize such Data, on the terms provided herein.

2. Licensee Rights: Licensee is hereby granted, in consideration of and subject to Licensee’s payment obligations set forth in each Supplement Agreement, a non-exclusive, paid-up and royalty-free license to use the Data internally for the benefit of Licensee. Licensee may also show, disclose, transfer, trade and otherwise enter into transactions with others with regard to the Data, but only as expressly permitted in Sections 5 and 6 below. Licensee may not otherwise sell, sublicense, transfer, assign or dispose of the Data. Licensee agrees that Data Owner is free to license, use, sell, trade or otherwise dispose of the Data with or to others upon such terms and conditions as Data Owner may elect.

3. Taxes

In the event any sales, gross receipts, value added, use or similar tax is levied or assessed against Data Owner as a consequence of the licensing of Data by Data Owner to Licensee hereunder, such taxes shall be for the sole account of Licensee, which shall promptly reimburse Data Owner in full for any taxes so paid by or assessed against Data Owner upon receipt by Licensee of a Data Owner invoice therefore, together with a copy of the tax assessment.

4. Term

4.1 Subject to the further provisions hereof, and extension by mutual agreement of the parties, the term of each Supplemental Agreement covering Data delivered to Licensee under the terms hereof and of such Supplement shall end Twenty (20) years after the delivery of such Data to Licensee. The term of this License shall otherwise remain in effect so long as any other Supplement is in effect and thereafter until terminated by either party giving Ten (10) days prior written notice thereof to the other party.

4.2 Upon termination of this License, or any Supplement, for any reason, all copies of the Data and any physical manifestations thereof, subject to this License, and/or the affected Supplement, then in the possession of Licensee shall be promptly returned by Licensee to Data Owner. In the event any such Data or manifestations thereof are not then in the possession of Licensee, Licensee shall provide to Data Owner a full accounting of the prior disposition of same by Licensee. The termination of this License or any Supplement will be without prejudice to the rights of the parties accrued to the date of such termination.

5. Use by Third Parties

5.1 (Consultants)

5.1.1 The Data and the product of any reformatting and/or reprocessing of the Data (the “**Reprocessed Data**”) may be made available to consultants of Licensee for the purpose of preparing interpretations of the Data, for the exclusive use of Licensee (and not for the use of or transfer to others by the consultant), provided the consultant agrees in writing to maintain the Data and the Reprocessed Data in strict confidence as provided herein and to return same to Licensee at the completion of the work for which consultant has been engaged. Licensee shall furnish Data Owner with copies of such confidentiality agreements, upon request. Copies of the Data and Reprocessed Data may, subject to the foregoing, be removed to the premises of such consultants.

5.1.2 As used herein the term “consultants” shall be limited to those persons or entities who/which (i) are bona fide, recognized consultants in the geophysical industry, (ii) are not in the business (and are not related to others which are in the business) of exploring for or producing hydrocarbons or marketing geophysical data and (iii) are not prospective customers of Data Owner.

5.2 (Processors) The Data may be made available to data processors for the purpose of reformatting or reprocessing the Data for the exclusive use of Licensee, provided the data processor agrees in writing to maintain the Data in confidence as provided herein and to return the Data and the Reprocessed Data to Licensee at the completion of the work for which the data processor has been engaged. All Reprocessed Data shall be marked as provided in Section 5.9 below to identify it as containing data proprietary to Data Owner. Licensee shall furnish Data Owner with copies of such confidentiality agreements upon request. Copies of the Data and Reprocessed Data may, subject to the foregoing, be removed to the premises of such processors.

5.3 (Storage Contractors) The Data and Reprocessed Data may be delivered to the custody of bona fide contractors which are in the business of providing central storage facilities and retrieval services, as well as electronic data bases, for geophysical data, provided that such contractors (i) are not, directly or indirectly through an entity related to them, in the business of exploring for or producing hydrocarbons or are competitors of Data Owner and (ii) agree in writing to maintain the Data and Reprocessed Data in strict confidence as provided herein and to make such Data/Reprocessed Data available only to Licensee or those authorized by Licensee as provided herein. Licensee shall provide copies of such confidentiality agreements to Data Owner, upon request.

5.4 (Venture Participants)

5.4.1 The Data and any Reprocessed Data may be shown by Licensee to its prospective investors, lenders, and participants in farm-outs, exploration or development projects, areas of mutual interest, operating units, joint acquisition of acreage and similar arrangements (“Venture

Participants”) in a geophysically localized area related to a single prospect (or: 40 square miles) covered by the Data and the Reprocessed Data or a portion thereof for the sole purpose of the Venture Participants evaluating their possible participation in such ventures, provided that each such party shall agree in writing to maintain the Data and any Reprocessed Data in confidence as provided herein. Copies of such confidentiality agreements will be provided to Data Owner upon request. Such parties may not remove the Data and the Reprocessed Data from the Licensee’s premises or retain copies thereof. Any such disclosures to Venture Participants shall be subject to the provisions of Section 5.5 below.

5.4.2 In the event a Venture Participant becomes a member of an exploration group (Section 5.8 below), the rights of access to the Data of such Venture Participant shall cease unless and until such party has obtained a use-license from and paid the applicable license fee to Data Owner.

5.5 (Disclosure Restrictions) The Data/Reprocessed Data may be viewed by (i) Venture Participants and (ii) entities or individuals interested in acquiring all or a portion of Licensee’s voting securities or assets, including its rights to use the Data/Reprocessed Data (“Prospective Purchasers”) in accordance with the following:

5.5.1 Disclosure will be limited to such portions of the Data/Reprocessed Data directly pertaining to the prospect(s) under negotiation or evaluation, and shall be done only in Licensee’s premises, in a secure environment under the direct supervision and control of Licensee.

5.5.2 Licensee will not allow any such party to view the Data and Reprocessed Data, whether in single or multiple viewing sessions for more than 8 hours in the aggregate for all viewing sessions in respect of any one geophysical prospect. Licensee will not provide any such party a copy of any of the Data or any Reprocessed Data or any portion thereof and will not allow any such party to make, retain or remove from Data Owner’s premises any copy thereof.

5.5.3 Licensee will use reasonable efforts to not allow third parties to which it discloses any Data or Reprocessed Data from (i) confirming a prospect by independently working the Data or Reprocessed Data or (ii) preparing a basinal or regional interpretation thereof.

5.5.4 If Licensee wishes to allow a third party to view Data and/or Reprocessed Data for a period exceeding the maximum time set forth in Section 5.5.2 above, Licensee will request Data Owner for permission to do so, giving Data Owner the reasons for the request. Data Owner will not unreasonably withhold its permission, which may only be given in writing.

5.5.5 Disclosing 3-D Data to third parties under the terms hereof on a computer workstation shall not be permissible without the prior, written consent of Data Owner, which consent shall not be unreasonably withheld.

5.6 (Government Agencies)

5.6.1 The Data may be disclosed by Licensee to government agencies (federal or state) but only to the extent such disclosure is specifically required, in the opinion of Licensee’s counsel, by law or contract. Licensee agrees to immediately inform Data Owner upon the receipt of any request or demand for disclosure made upon Licensee by a government agency. Data Owner and Licensee shall then discuss the legitimacy of the request or demand and determine the

Data affected thereby. Only that portion of the Data subject to the governmental demand will be disclosed.

5.6.2 Pursuant to regulations (30 CFR Parts 250 and 251) effective January 23, 1998, issued by the Minerals Management Service ("MMS"), an agency of the United States government, Data Owner hereby notifies Licensee, and Licensee hereby acknowledges, that by the licensing to Licensee of geological and/or geophysical Data which is subject to the jurisdiction of the MMS Licensee assumes the obligations under 30 CFR Section 251.11 and/or 251.12, as the case may be, as the same may, from time-to-time, be amended. The provisions of this paragraph do not limit or supersede the provisions of Section 5.6.1 above.

5.7 (Related Entities)

5.7.1 Entities which are, *at the date of this License*, "Related Entities" (defined below) to Licensee shall have the same right of usage of the Data and Reprocessed Data as has Licensee. In the event that any such entity ceases to be a Related Entity to Licensee, all rights of usage of that entity in such Data and the Reprocessed Data shall then immediately cease and any copies of the Data, Reprocessed Data or physical manifestations thereof then in the possession of such entity shall immediately be returned to Licensee.

5.7.2 The term "Related Entity" as used herein shall mean any individual, corporation, partnership, trust or other entity which (i) the Licensee either owns or otherwise controls, (ii) owns or otherwise controls Licensee or (iii) is under common ownership or control with Licensee by another entity. "Ownership" shall mean, in the case of a corporation or other entity which issues voting securities, at least 50% (or such lesser percentage which results in actual, de facto control) of the outstanding common stock or other voting securities and, in the case of a partnership, trust or other entity, at least 50% (or such lesser percentage which results in actual, de facto control) of the interest in the profits thereof. "Control" shall mean the ability to control or determine the management of the entity in question, whether by the election of members of the Board of Directors or other governing body of such entity or by any other means.

5.8 (Exploration Groups) If, *after the date hereof* Licensee forms or becomes part of an exploration group in the geographical area covered by any of the Data, each member of that group that has not previously been granted a license to use such Data shall obtain a license from Data Owner at its then current published rate for group members. Group members are not permitted to receive copies of or to use any of the Data or Reprocessed Data without first obtaining a use-license. The term "*exploration group*" shall mean those individuals, companies or other entities that have a contractual agreement with Licensee to explore, lease or develop areas of interest, operating units or are otherwise joining together to acquire or utilize the Data. It is agreed and understood that the existence of exploration groups does not automatically result in the creation of separate Licensees for each group member, there being but one initial Licensee to Licensee with the rights of the other group members to use the Data arising only by acquiring separate use-licenses.

5.9 (Confidentiality Notice) Licensee may make copies of any Data and Reprocessed Data for the sole purpose of using such copies pursuant to the rights granted herein; provided that all such copies shall bear notice of the restricted use of the Data or Reprocessed Data on same which "Notice" shall contain the following or similar language:

"NOTICE

This data is proprietary to and a trade secret of Fort Berthold Reservation / Three Affiliated Tribes ("Data Owner"). The use of this data is restricted to companies holding a valid use license from Data Owner and is subject to the confidentiality terms of that license."

This notice shall not be removed, obliterated, concealed or otherwise obscured by Licensee or those to whom the Data or Reprocessed Data is disclosed or transferred, as permitted in this License.

6. Transfer of Data

6.1 (Related Entities) The physical possession of the Data and Reprocessed Data and the use rights granted by this License may be transferred to a Related Entity (as defined in Sub-Section 5.7.2. above) *existing at the date of this License* or to a Related Entity later formed by Licensee or its parent company *solely* as the result of internal reorganization of Licensee, provided that Data Owner is given prior written notice of any such transfer and provided further that both physical possession of the Data and Reprocessed Data and the use rights under this License shall automatically revert to Licensee at any time such Related Entity ceases to be owned or controlled (pursuant to Sub-Section 5.7.2. above) by Licensee or Licensee's parent company.

6.2 (Acquisitions/Mergers)

6.2.1 In the event, after the date of this License, an unrelated (to Licensee) third party acquires, either itself or an entity related to it (the "acquiring entity"):

- (i) substantially all of the assets of Licensee (or its ultimate parent company) by purchase, combination, trade, bankruptcy reorganization or otherwise, or
- (ii) "ownership" or "control" (as those terms are defined in Sub-Section 5.7.2 above) of Licensee, whether by purchase of voting securities, merger, bankruptcy reorganization or otherwise,

if the acquiring entity, or any entity related to it, is not, prior to such acquisition, in the business of exploring for, developing or producing hydrocarbons or acquiring, licensing, brokering or otherwise dealing with geophysical data, no transfer fee shall be payable by Licensee or such third party.

6.2.2 However, if the acquiring entity, or any entity related to it, is, prior to such acquisition, engaged in the business of exploring for, developing or producing hydrocarbons or acquiring, licensing, brokering or otherwise dealing with geophysical data, the Licensee or such acquiring entity shall pay to Data Owner a transfer fee of Fifty Percent of original data pricing (or to be established by Data Owner). However, in the event of any such acquisition/merger, if the acquiring entity elects not to utilize the Data licensed to Licensee, the acquiring entity shall so advise Data Owner, in writing, and to the extent practical, return such Data and Reprocessed Data to Data Owner, or provide Data Owner evidence that same has been destroyed or purged from the records of Licensee/the acquiring entity, at which time this Agreement and the rights of Licensee and the acquiring entity to utilize such Data/Reprocessed Data shall terminate.

6.2.3 The provisions hereof shall not apply to situations where the voting securities of License (or its ultimate parent) are publicly traded and the ownership of such securities changes over time in the normal course of business *unless*, however, “ownership” or “control” of Licensee (or its parent) becomes, *after the date hereof*, concentrated in one unrelated third party or more than one such third parties acting together and one or more of such parties are engaged in any of the business activities specified in Sub-Section 6.2.2. above in which case the provisions of Sub-Section 6.2.2 shall apply.

6.3 (Third Parties) Except as expressly permitted in Sub-Sections 6.1 and 6.2 above, neither this License, the Data, the Reprocessed Data nor the right to use same may be sold, sublicensed, assigned, transferred or otherwise disposed of by Licensee to an unrelated third party without the prior written consent of Data Owner which may, if Data Owner in its sole discretion elects to grant such permission, require payment of a transfer fee by Licensee or such third party in connection therewith, the amount of which shall be determined by Data Owner.

7. Reprocessing. Licensee shall have the right to reformat and/or reprocess the Data using software or other technology and the Reprocessed Data will be owned by and the property of Licensee; provided that such Reprocessed Data shall be subject to the same restrictions regarding confidentiality, use, disclosure and transfer as the Data covered hereby, and so marked to indicate such restrictions; and provided further that Licensee shall be under no obligation to disclose or provide copies of such reprocessed data to Data Owner except as otherwise provided herein. Interpretations prepared by Licensee using the Data shall be the sole property of Licensee and will not be subject to the restrictions as provided above.

8. Remedies.

8.1 Should Licensee commit a breach of this License by disclosing, displaying, selling, transferring, assigning, trading or other disposition of the Data, except as specifically authorized herein, Data Owner, upon giving due notice of such breach to Licensee, may at its sole option require the Data and all physical manifestations thereof to be returned to Data Owner and declare this License, or the Supplemental Agreement involved, and the use rights granted herein to be terminated.

8.2 As an alternative to the cancellation of the License and/or applicable Supplement Licensee or the other party to the unauthorized disclosure, transfer or other disposition of the Data, shall, at the sole option and discretion of Data Owner, pay to Data Owner, as liquidated damages and not as a penalty, a sum equal to \$20,000.00 per square mile (Data Owner’s list licensee fee for the affected Data, or at Data Owner’s sole and absolute discretion, a portion thereof or a fixed monetary amount). Upon such payment such other party will be delivered a License and Supplement for the affected Data both of which shall be executed by such other party before being effective.

8.3 If Data Owner is required to engage the services of a collection agency or attorney to enforce its rights under this Agreement, including an action for damages, declaratory judgment or injunction, Data Owner shall be entitled to recover, in addition to any other costs and relief that may be granted by the court in any such action, reasonable attorney fees and other costs of collection, as well as court costs and other fees and expenses incurred by reason of such engagement. That recovery shall include court costs and attorney’s fees incurred by Data Owner during any appeal.

8.4 The rights and remedies granted in this Agreement to Data Owner in the event of default are cumulative and the exercise of any of those rights and remedies shall be without prejudice to the

enforcement of any other right or remedy, including without limitation injunctive relief and specific enforcement, available by law or in equity or authorized by this Agreement.

9. WARRANTIES AND DISCLAIMERS

9.1 DATA OWNER WARRANTS ONLY THAT IT OWNS OR CONTROLS THE OWNERSHIP RIGHTS IN THE DATA AND HAS FULL AUTHORITY AND POWER TO GRANT TO LICENSEE THE USE RIGHTS COVERED BY IN THIS LICENSE. DATA OWNER ASSUMES ALL LIABILITIES WHICH MAY ARISE OUT OF ITS ACTIVITIES IN ACQUIRING AND PROCESSING THE DATA, AND AGREES TO INDEMNIFY, DEFEND AND HOLD LICENSEE HARMLESS FROM ANY CLAIMS, ACTIONS, OR DAMAGES, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING OUT OF SUCH ACTIVITIES, PROVIDED LICENSEE NOTIFIES DATA OWNER PROMPTLY IN WRITING OF ANY SUCH CLAIMS AGAINST IT AND GIVES DATA OWNER AUTHORITY, INFORMATION AND ASSISTANCE (AT DATA OWNER'S EXPENSE) FOR THE DEFENSE OR ASSISTANCE IN THE DEFENSE OF SUCH PROCEEDINGS.

9.2 LICENSEE ACKNOWLEDGES IT IS ACCEPTING ALL DATA SUBJECT HERETO "AS IS" AND DATA OWNER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN RESPECT TO THE QUALITY, ACCURACY OR USEFULNESS OF SUCH DATA OR OTHERWISE AND ANY SUCH IMPLIED WARRANTIES OR REPRESENTATIONS ARE HEREBY EXPRESSLY NEGATED. SUCH DATA ARE DELIVERED HEREUNDER WITH THE EXPLICIT UNDERSTANDING AND AGREEMENT OF LICENSEE THAT ANY ACTION TAKEN OR EXPENDITURES MADE BY LICENSEE AND ITS RELATED ENTITIES AND MEMBERS OF ITS EXPLORATION GROUPS BASED ON ITS OR THEIR EXAMINATION, EVALUATION, INTERPRETATION OR USE OF THE DATA SHALL BE AT ITS OWN RISK AND RESPONSIBILITY AND NEITHER LICENSEE NOR SUCH OTHER PARTIES SHALL HAVE ANY CLAIM AGAINST AND HEREBY RELEASES DATA OWNER FROM ANY LIABILITY AS A CONSEQUENCE THEREOF.

9.3 DATA OWNER MAKES NO REPRESENTATION THAT OIL AND GAS OR OTHER MINERAL LEASES WILL BE GRANTED OR OTHER EXPLORATION ACTIVITY WILL BE AUTHORIZED FOR AREAS COVERED BY THE DATA BY ANY INDIVIDUAL, CORPORATION, GOVERNMENT ENTITY OR OTHER THIRD PARTY AND ANY IMPLIED WARRANTY OR REPRESENTATION TO THAT EFFECT IS HEREBY EXPRESSLY NEGATED.

9.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREINABOVE, DATA OWNER SHALL IN NO EVENT BE LIABLE TO LICENSEE OR THE OTHER PARTIES REFERENCED IN SECTION 9.2 ABOVE FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS LICENSE OR THE USE BY LICENSEE OR SUCH OTHER PARTIES OF THE DATA, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS INTERRUPTION, HOWEVER SAME MAY BE CAUSED.

10. Confidentiality. Each Party agrees that this License and any Supplemental Agreement and the terms hereof and thereof are confidential and may not be disclosed to any individual or entity without the other Party's prior written consent, except (a) this License and its terms may be disclosed (i) to Licensee's employees as required in the performance of their duties, (ii) outside auditors and counsel to the extent necessary to perform their respective duties to the Licensee, and (iii) as required by law or regulatory or judicial order, (b) pursuant to the terms of Sections 5.1, 5.2 and 5.3 above, may be disclosed to any consultant, storage contractor or processor used to interpret, store or reprocess or reformat the Data or to

any transferee of the Data as permitted by this License and (c), pursuant to Sections 5 and 6 above, may be disclosed to Related Entities.

11. Field Tapes. Data Owner shall retain the original field tapes. Licensee may obtain copies of such tapes upon payment of Data Owner's standard fees for such services. Data Owner may, after giving due notice of its intention to do so to Licensee, delete or discard the original field tapes ninety nine (99) years after the Data was acquired.

12. Assignment. Except where Licensee makes available or transfers the Data to others, as specifically permitted herein, Licensee shall not assign this License, in whole or in part, or transfer its rights or obligations hereunder, except as expressly authorized hereinabove, without the prior written approval of the Data Owner.

13. Notices

13.1 All notices permitted or required to be given under the terms of this License shall be in writing and shall be deemed effective upon receipt if sent by air mail, registered or certified and return receipt requested, post prepaid, and addressed to the respective parties hereto at their respective addresses shown below:

<u>Data Owner</u>	<u>Licensee</u>
_____	_____
_____	_____
_____	_____

or at such other address as shall be designated in accordance with this Notice provision. Notices may also be given by telex, telecopier, telefax, e-mail or other electronic means or by commercial courier/messenger service and shall also be effective upon receipt.

13.2 Either party may change its address for notices purposes at any time upon giving written notice specifying such new address and the effective date of such address change to the other party, as provided above.

14. Waiver. The rights of each party hereto, whether granted by this License or by law or equity, may be exercised, from time to time, singularly or in combination, and the waiver of one or more of such rights shall not be deemed to be a waiver of such right in the future or of any one or more of the other rights which the exercising party may have. Any right and any breach of a term, provision or condition of this License by one party shall not be deemed to have been waived by the other party hereto, unless such waiver is expressed in writing and signed by an authorized representative of such party, and the failure of either party to insist upon the strict performance of any term, provision or condition of this License shall not be construed as a waiver or relinquishment in the future of the same or any other term, provision or condition.

15. Governing Law/Disputes. All questions arising out of or concerning this License and each Supplement or its validity, interpretation, performance or breach shall be governed and decided by application of the appropriate laws (except for any rule of such laws which would make the law of any other jurisdiction applicable hereto) of the State of North Dakota. The parties agree to attempt to resolve all disputes between them concerning this License in an amicable manner. However, any dispute between

the parties which cannot be so resolved by mutual agreement shall be resolved and decided by the federal or state courts of the State of North Dakota and the parties hereto do hereby irrevocably submit themselves to the jurisdiction of such courts for such purposes.

16. Entire Agreement. There are no understandings or agreements relative to this License and each Supplemental Agreement concluded by the parties pursuant hereto that are not fully expressed herein. This License and each Supplement are the entire agreement of the parties concerning the subject matter hereof, and no modification, amendment or addition to this License or a Supplement may be effected unless in writing which specifically references this License and/or the applicable Supplement and is signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Master Data-Use License to be executed as of the date first above written.

Data Owner:

By: _____

Title: _____

Date: _____

Licensee:

By: _____

Title: _____

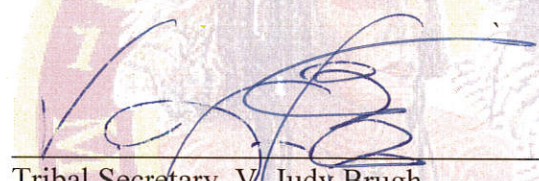
Date: _____

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 22nd day of March, 2012; 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 ☒ Voting. ☐ Not Voting.

Dated this 22nd day of March, 2012.



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

ATTEST



For Chairman, Tex Hall
Tribal Business Council
Three Affiliated Tribes