



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

A Resolution Entitled: "Approval of Special Consultant Contract to Retain Natural Resources Consulting Engineers, Inc. to Initiate Activities to Quantify the Tribes' Reserved Water Rights"

WHEREAS, This Nation, having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; 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, The Tribal Business Council desires to quantify the Tribes' reserved water rights, including but not limited to working with the Army Corps of Engineers to acquire temporary storage rights for water from Lake Sakakawea for the Tribes to utilize for oil and gas development occurring within the boundaries of the Fort Berthold Reservation and for other uses as the Tribal Business Council may determine;

WHEREAS, The Tribal Business Council requires expert technical and engineering representation to accomplish the aforesaid quantification of the Tribes' reserved water rights; and

WHEREAS, The Tribal Business Council has negotiated the terms of a Special Consultant Contract under which the engineering firm of Natural Resources Consulting Engineers, Inc. (NRCE) will assist the Tribal Business Council by providing the technical and engineering services necessary to complete the activities referenced above; and

WHEREAS, Pursuant to the terms of the Special Consultant Contract, the total fees and expenses for such services are not to exceed \$65,000, as set forth in Exhibit A of the Special Consultant Contract and additional compensation for fees and expenses in excess of \$65,000 shall be made only with written approval by the Tribes.



NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council hereby authorizes and approves the terms of the Special Consultant Contract with NRCE, under which NRCE will provide the technical and engineering services necessary to assist the Tribal Business Council in quantifying the Tribes' reserved water rights, including but not limited to working with the Army Corps of Engineers to acquire temporary storage rights for water from Lake Sakakawea for the Tribes to utilize for oil and gas development occurring within the boundaries of the Fort Berthold Reservation and for other uses as the Tribal Business Council may determine.

BE IT FURTHER RESOLVED, that the Tribal Business Council hereby authorizes the Chairman to sign the Special Consultant Contract with NRCE, and any other documents that are necessary to carry out the purpose and intent of the Resolution; and

BE IT FURTHER RESOLVED, that the Tribal Business Council hereby authorizes the Treasurer to issue payments to NRCE, according to the payment and deliverable schedule set out in the Special Consultant Contract.

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SPECIAL CONSULTANT CONTRACT

This Consultant Contract (hereafter "Contract") is made and entered into effective June ____, 2012, by and between the Three Affiliated Tribes of the Fort Berthold Reservation (hereafter "Tribes"), whose governmental headquarters and business address is Tribal Administration Building, HC3 Box 2, 404 Frontage Rd., New Town, North Dakota 58763 and Natural Resources Consulting Engineers, Inc. (hereafter "NRCE"), whose business address is 131 Lincoln Ave Suite 300, Fort Collins, Colorado 80524.

WHEREAS, the Tribes desire to retain the services of NRCE as Water Engineers for the purposes of assisting the Tribal Business Council in an effort to quantify the Tribes' reserved water rights, including but not limited to, working with the Army Corps of Engineers to acquire temporary storage rights from Lake Sakakawea for the Tribes to utilize for oil and gas development occurring within the Reservation and for other uses, as well as other initial quantification activities such as the study of water supplies and demands on the Reservation.

WHEREAS, the firm of NRCE is agreeable to assisting and representing the Tribes in said activities and possesses the necessary expertise to provide technical support to the Tribes.

IT IS HEREBY AGREED AS FOLLOWS:

1. Employment. NRCE shall serve as Water Engineers for the Tribes to assist in water right quantification studies. The Tribes hereby agree to employ and does employ NRCE to perform the work and professional services as set forth in Exhibit A, **SCOPE OF WORK**, and NRCE, in consideration thereof, hereby agree to faithfully execute their duties in a good and professional manner and to conduct themselves in such a way as shall serve the best interest of the Tribes.
2. Term. This Special Consultant Contract shall cover all of the technical services and expenses for which the Tribes authorize and provide funds to perform. This Contract is ongoing, and shall have commenced on June 15, 2012. This Contract may, however, be terminated as hereinafter provided.
3. Technical Services. Services to be provided by NRCE are those set forth in Exhibit A, **SCOPE OF WORK**, attached herein and made a part hereof. NRCE shall furnish personnel, equipment, and materials to perform all services necessary to conduct and complete all services in Exhibit A. All services performed under this Contract shall be done in a professional manner and shall be subject to the inspection and acceptance of the Tribes. The quality of the services and the adherence to the above provisions for all services performed by NRCE personnel shall be the responsibility of NRCE. NRCE shall comply with all applicable standards of care in the conduct of the work to be performed hereunder.

4. Compensation, Expenses, and Contract Ceiling. NRCE shall receive compensation for services rendered pursuant to the terms of this Contract, and shall be allowed necessary and proper office and travel expenses paid or incurred in connection with the performance of the duties under this Contract. Total fees and expenses for services are not to exceed \$65,000, as set forth in Exhibit A. Compensation for fees and expenses in excess of \$65,000 shall be made only with written approval by the Tribes. The billing for such services shall be accomplished in the manner described in paragraph 5.

5. Payment of Fees and Expenses. Payment requests may be made monthly for services provided by NRCE. These invoices shall include the work performed, fees and expenses incurred, and the period of performance. Payment of approved invoices shall be made net 30 days. Interest will accrue from the 31st day at the rate of 1.5% monthly (on the unpaid balance).

6. Legal Relations. It is mutually agreed by the parties hereto that NRCE shall comply with all federal, state, and local laws, regulations, and ordinances governing the performance of the services to be done under this Contract, and shall defend the Tribes in any suit to the extent due to any negligence of NRCE in this regard. NRCE shall indemnify, release, and hold harmless the Tribe from and against all liabilities, obligations, claims, damages, errors, omissions, or other damages, costs, and expenses, to the extent caused by the negligent acts, errors, or omissions of NRCE, up to the aggregate amount of this Contract. NRCE shall not act as officer or agent of the Tribes and is not considered an employee in the fullest sense.

7. Insurance. NRCE shall maintain workers compensation, commercial general, property damage, and liability insurance.

8. Termination. This Contract may be terminated by either party giving sixty (60) days notice in writing to the other party. In the event of termination as herein provided, NRCE shall receive compensation on a quantum meruit basis for their services to the date of termination. In the event of the termination of this Contract as herein provided and in the further event that the Tribes shall retain or employ other Water Engineers to continue any of the matters which may theretofore have been undertaken pursuant to the provisions of this Contract, NRCE agrees to make available to the subsequent Water Engineers for the Tribes any and all files pertinent to the prosecution of such matters and to disclose to such Water Engineers any and all facts and information requested pertinent to such matters, it being understood and agreed that the time and expenses, if any, expended by NRCE in such activity as well as NRCE's outstanding and reasonable bills shall be subject to reimbursement in the matter hereinbefore specified as to services.

9. Dispute Resolution. Upon the demand of any party, any dispute arising under or in connection with this Contract shall be resolved in the Tribal Courts of the Three Affiliated Tribes of the Fort Berthold Reservation, in accordance with the laws of the Tribes. The Tribes agree to waive the sovereign immunity for the limited purpose of enforcement of the terms and provisions set forth in this Contract. All disputes submitted to Tribal Court shall be resolved in accordance with substantive laws of the Tribes or to the extent that Tribal law is not applicable, the substantive law of the State of North Dakota.

10. Notices. Any notice required by this Contract shall be given as follows: (a) If by the Tribes to NRCE, by delivery thereto to NRCE personally or by mailing thereof to the address of NRCE last shown on the records of the Tribes; and (b) If by NRCE to the Tribes, by delivery at or mailing to the address of the Tribal Administration.

11. Severability. If any part or provision of this Contract or the application thereof shall be adjudged invalid, the validity of any other parts or provisions hereof shall not be affected thereby.

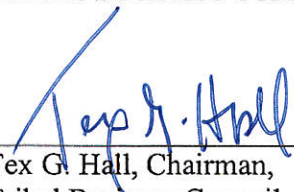
12. Amendment by Written Endorsement. It is expressly understood and agreed that this instrument embodies all agreements existing between the Tribes and NRCE and that no term, provision or condition of this Contract shall be held to be altered, amended, changed or waived in any respect except by written endorsement attached hereto.

13. Confidentiality. NRCE or personnel thereof shall not, either during the term of this project or for two years after the expiration of this Contract, disclose any proprietary or confidential information related to the project or the Tribes' business operations without the prior written consent from the Tribes.

14. Contract Authorization of Tribes. This Contract has been duly authorized by the Three Affiliated Tribes, as set forth in Resolution No. _____ of the Tribal Business Council, attached hereto and incorporated herein, and the Chairman of the Tribal Business Council is duly authorized to sign this Contract and to legally bind the Tribes in accordance with its terms.

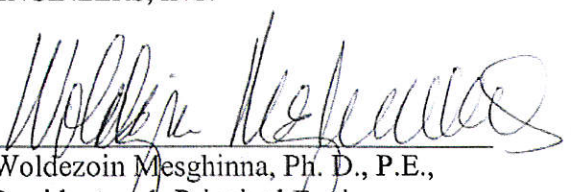
DATED this ____ day of August, 2012.

THREE AFFILIATED TRIBES
TRIBAL BUSINESS COMMITTEE



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

NATURAL RESOURCES CONSULTING
ENGINEERS, INC.



Woldezojn Mesghinna, Ph. D., P.E.,
President and Principal Engineer
Natural Resources Consulting Engineers, Inc.

Incorporated Documents:

Exhibit A: Scope of Work



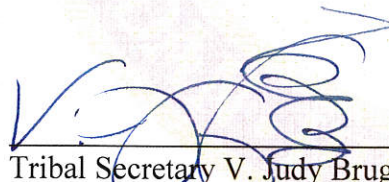
CERTIFICATION

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 12th day of July, 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.

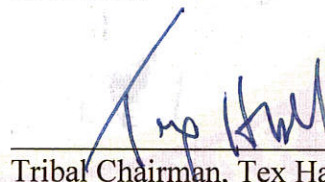
Chairman Voting. Not Voting.

Dated this 12th day of July, 2012.

ATTEST:



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



Tribal Chairman, Tex Hall
Tribal Business Council
Three Affiliated Tribes