



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

A Resolution entitled, "Support and Cooperation for Third Party Sale of Arrow Midstream Holdings, LLC and its Subsidiaries; Acquisition of Additional Incremental Equity in Arrow Pipeline as Available"

WHEREAS, The Mandan Hidatsa and Arikara Nation ("MHA 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 MHA 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 MHA 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 MHA Nation provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council; and

WHEREAS, Article VI, Section 5(c) of the Constitution of the MHA 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, pursuant to that certain Resolution No. 08-194-VJB entitled "Ratification and Final Approval of Investment in Arrow Pipeline, LLC and Entry Into the Limited Liability Company Agreement of Arrow Pipeline, LLC", the Tribe, expressly recognized its desire to actively seek "to develop its resources for the economic benefit of all of its members which will provide both increased revenue and increased economic opportunities for tribal members" ("**Stated Purpose**"); and

WHEREAS, pursuant to Resolution No. 08-194-VJB, in furtherance of the Stated Purpose, the Tribe, among other things, approved, authorized, ratified and adopted in all respects the form, terms and provisions of the Limited Liability Company Agreement (as amended, the "**LLC Agreement**") of Arrow Pipeline, LLC ("**APL**") dated November 17, 2008, authorized the execution of the LLC Agreement and agreed, through MHA Holdings, Inc. ("**MHA**"), to become a non-controlling member of APL, which was formed for the purpose of developing and operating a gathering system for the transportation of oil, natural gas and water produced from oil and gas wells located on the Fort Berthold Reservation (the "**Project**"); and



WHEREAS, pursuant to that certain Resolution No. 13-025-VJB entitled “Ratification and Approval of First Amendment to the Limited Liability Company Agreement of Arrow Pipeline, LLC”, the Tribe, among other things, approved, authorized, ratified and adopted in all respects, the form, terms and provisions of the Amendment and Letter Agreement to the LLC Agreement of APL (the “**Amending Agreement**”), authorized the execution of the Amending Agreement and agreed to cooperate in a sale (an “**AMH Sale**”) of Arrow Midstream Holdings, LLC (“**AMH**”) in the event that, among other things, the Tribe, through MHA and/or one or more other affiliates, determined not to submit a Tribeco Non-Binding Offer (as defined in the Amending Agreement) and/or submitted a Tribeco Non-binding Offer that was not a valid Tribeco Non-binding Offer; and

WHEREAS, since it approved of the Amending Agreement, the Tribe, through MHA, has acquired a direct equity stake in APL; and

WHEREAS, pursuant to the Amending Agreement, the Tribe, through MHA, has the ability to acquire additional equity interests in APL; and

WHEREAS, APL is a direct subsidiary of AMH; and

WHEREAS, in the event of an AMH Sale, the equityholders of AMH, and the Tribe, as equityholders in APL, will receive consideration for their respective equity interests, the exact amount and form of which is not able to be determined at the present time, but which such amount, it is believed, will increase in the event that the purchase price obtained upon consummation of an AMH Sale increases; and

WHEREAS, it is in the Tribe’s best interests to seek to maximize the value of its APL equity interests in connection with an AMH Sale by, among other things, complying with its existing obligations under the Cooperation Covenants (as defined in the Amending Agreement) and using such other reasonable measures to assist in an AMH Sale as may be reasonably requested from time to time by representatives of AMH, including without limitation, making one or more of Authorized Person available during normal business hours to discuss the terms of any AMH Sale with representatives of AMH and one or more potential buyers of AMH; and

WHEREAS, in connection with an AMH Sale, the Tribe, MHA and/or one or more other affiliates will be required to execute one or more agreements, the specific terms of which are not known at the present time, but which such agreements will include, among others, a Purchase Agreement (or Redemption Agreement) containing terms substantially consistent with those set forth in the Term Sheet attached as Exhibit A hereto (the “**Tribeco Purchase Agreement**”) and otherwise containing those terms that may be specifically negotiated and agreed to by one or more Authorized Persons; and



WHEREAS, the Tribe desires to reconfirm Resolution No. 08-194-VJB, Resolution No. 13-025-VJB, the Project, the LLC Agreement, the Amending Agreement and the Cooperation Covenants and the processes undertaken to give approval thereto;

WHEREAS, the Tribe wishes to acquire available incremental equity in Arrow Pipeline as it becomes available to the MHA Nation prior to the closing of the AMH Sale and payment of necessary capital calls, in accordance with the Amending Agreement.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council acknowledges its desire to maximize value for the Tribe in connection with an AMH Sale; and

NOW THEREFORE BE IT RESOLVED, in furtherance of its goals, the Tribal Business Council acknowledges its prior approval of Resolution No. 08-194-VJB, Resolution No. 13-025-VJB, the Project, the LLC Agreement, the Amending Agreement and the Cooperation Covenants and the processes undertaken to give approval thereto; and

NOW THEREFORE BE IT RESOLVED, in furtherance of its goals, the Tribal Business Council affirms its commitment to, and hereby agrees to cause its affiliates to, cooperate in connection with an AMH Sale in a manner consistent with the Cooperation Covenants contained in the Amending Agreement; and

NOW THEREFORE BE IT RESOLVED, the Tribal Business Council hereby authorizes the negotiation of the terms and conditions of the Tribeco Purchase Agreement and any and all documents and agreements ancillary thereto (the “**Ancillary Agreements**”) and grants authority to one or more Authorized Persons to negotiate and execute the Tribeco Purchase Agreement and any and all Ancillary Agreements on behalf of the Tribe; and

NOW THEREFORE BE IT RESOLVED, the Tribal Business Council hereby directs MHA Missouri River Resources to promptly execute a ratifying resolution (i) approving of the execution of the negotiated Tribeco Purchase Agreement and any and all negotiated Ancillary Agreements and (ii) granting authority to one or more Authorized Persons to negotiate and execute the Tribeco Purchase Agreement and any and all Ancillary Agreements on behalf of MHA; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Tribal Business Council, hereby appoints Councilman Fred Fox and Councilman Mervin Packineau as authorized persons (each, an “**Authorized Person**”) to represent the Tribe and its affiliates in discussions about an AMH Sale with representatives of AMH and one or more potential buyers of AMH and in taking any and all other actions reasonably necessary to cause compliance by the Tribe and its affiliates with the Cooperation Covenants contained in the Amending Agreement and otherwise; and



NOW THEREFORE BE IT FURTHER RESOLVED, that the Tribal Business Council directs any or each of the Authorized Persons to negotiate, execute, and deliver, on behalf of the Tribe, and any other affiliate, the Tribeco Purchase Agreement and each Ancillary Agreement; and

NOW THEREFORE BE IT FURTHER RESOLVED, that all agreements, certificates, documents and other instruments executed on behalf of the Tribe, MHA and or any other affiliate, pursuant to or in connection with any of the transactions described in any of the foregoing resolutions shall be in such form and contain such terms as any Authorized Person, executing the same shall deem necessary or appropriate, as conclusively evidenced by his execution thereof, and any such Authorized Person be, and each of them hereby is, authorized, empowered and directed to execute and deliver, in the name and on behalf of the Tribe, MHA and/or any other affiliate, as applicable, any and all such agreements, documents and instruments, and the undersigned hereby authorize, ratify and approve in all respects such execution and delivery; and

NOW THEREFORE BE IT FURTHER RESOLVED, that any of the Authorized Persons be, and each of them hereby is, authorized, empowered and directed in the name and on behalf of the Tribe, and any other affiliate, as applicable, to (i) do all such acts and things; (ii) execute and deliver such agreements, certificates, instruments and other documents; (iii) make such changes to any of the foregoing; and (iv) authorize payment of such fees and expenses, in each case as may be necessary or desirable in order to carry out and comply with the terms and provisions of the foregoing resolutions, and that all of the acts and doings of such Authorized Persons, whether heretofore or hereafter taken, done or performed in furtherance of the above resolutions, are hereby ratified, approved, confirmed and authorized; and

NOW THEREFORE BE IT FURTHER RESOLVED, the Tribal Business Council approves and directs the acquisition of available incremental equity in Arrow Pipeline as it becomes available to the MHA Nation prior to the closing of the AMH Sale and payment of necessary capital calls, in accordance with the Amending Agreement, and authorizes the appropriation of sufficient funds therefore, which funds will include an appropriation up to thirteen million seven hundred twenty thousand dollars and 00/100 (\$13,720,000.00) for the acquisition of incremental equity up through December 2013 and the Tribe's incremental portion of the capital call requirements up through December 2013; and authorize delegates of the Tribe to negotiate the acquisition of the full amount of the available equity in APL in accordance with the Amending Agreement; and



NOW THEREFORE BE IT FURTHER RESOLVED, This Resolution shall supersede any prior or currently existing resolutions or other actions of the Tribal Business Council or any member thereof that are contrary to the actions authorized or contemplated herein;

NOW THEREFORE BE IT FINALLY RESOLVED, the Tribal Business Council hereby authorizes the Chairman, or in his absence the Vice-Chairman, to execute such documents and take such actions as are necessary to carry out the terms and intent of this Resolution.

(The remainder of this page is intentionally left blank)



EXHIBIT A

**TERM SHEET
(As of August 28, 2013)**

**Contemplated Structure of Tribal Transaction in connection with
Sale of Arrow Midstream Holdings, LLC to Third Party Buyer**

The following is a summary of the principal terms and conditions that we anticipate will need to be embodied in writing in order to effectively monetize (for the benefit of the Tribe (as hereinafter defined)) the Tribe's equity interests in Arrow Pipeline, LLC ("APL") in connection with a sale (the "AMH Sale") of Arrow Midstream Holdings, LLC (the "AMH") to a third party buyer ("Buyer").

Structure

To simplify execution and consummation of the AMH Sale and to insure that the Tribe is treated pari passu to the members of AMH, we would propose to structure the transaction such that AMH (or its members) (i) owns (or has contracted to own) 100% of the equity interests of each of its subsidiaries (including APL) at signing and (ii) deliver to Buyer 100% of the equity interests in AMH and 100% of the equity interests in its subsidiaries (including APL) at closing. In order to accommodate this structural requirement, each of The Three Affiliated Tribes of North Dakota (the "Tribe") and MHA Holdings, Inc. (the current owner of equity interests in APL, "MHA Holdings"), on the one hand, and AMH/APL, on the other hand, will be required to execute a purchase agreement whereby AMH/APL will, simultaneously with the closing of the AMH Sale, effectively redeem or acquire 100% of the equity interests then held by MHA Holdings (such agreement, the "Purchase Agreement") with the intention that AMH then deliver these equity interests to Buyer upon consummation of the AMH Sale. If the AMH Sale is not consummated for any reason, ownership would revert back to the current status (i.e., the redemption transaction described above would be conditioned on the closing of the AMH Sale).

Purchase Agreement

We anticipate that the Purchase Agreement will include the following material terms and conditions along with such other terms and conditions as are customary for a transaction of this nature:

- Parties:** AMH/APL, will be purchaser under the Purchase Agreement, and, consistent with the APL LLC Agreement and the APL Amending Agreement, each of MHA Holdings and the Tribe will be sellers under the Purchase Agreement.
- Execution Date:** Mid September
- Closing Date:** Simultaneously with the consummation of the AMH Sale.



Purchase Price:

Consistent with the terms of the Amending Agreement, the purchase price will be reflective of net proceeds payable to MHA Holdings from the AMH Sale

Adjustments:

Purchase Price will be subject to adjustment (working capital adjustment, capital expenditure adjustment) on a pro rata basis in same manner in which purchase price received by OZ and Legion in connection with the AMH Sale is subject to adjustment.

Escrow:

As is customary in merger transactions, a portion of the purchase price will be placed in a third party escrow account pursuant to the terms of an escrow agreement (the "Escrow Agreement") to insure that capital is readily available to pay for any purchase price adjustments and/or indemnity claims. The percentage of the purchase price that will be required to be placed into escrow will be the same percentage that each of OZ and Legion are required to place into escrow for purposes of the AMH Sale. This percentage will be determined as part of the negotiation with Buyer (AMH is attempting to negotiate as small a percentage as possible).

Representations & Warranties:

Representations and warranties from MHA Holdings and the Tribe will be limited to fundamental representations (e.g., due organization, due authorization, due execution and delivery, non-contravention, no conflicts), litigation, taxes, compliance with laws, compliance with APL organizational agreements and title to equity.

Covenants:

Covenants between signing of the Purchase Agreement and closing to include: (i) bring down of cooperation covenants contained in the current Amending Agreement (e.g., general cooperation in connection with AMH Sale; cooperation in assigning rights of way / easements; confirmation that no tribal rules/statutes will be enacted to prevent/hinder/delay AMH sale; waiver of Section 81 approval (if required); waiver of right of first offer contained in APL LLC Agreement; waiver of AMH Sale notice contained in APL Amending Agreement) and (ii) confidentiality.

Conditions to Closing:

Closing conditions to include: (i) bring down of representations and warranties and covenants that are delivered at signing; (ii) legal opinion of the Tribe's in-house counsel and outside counsel with respect to fundamental representations and warranties and title; (iii) consummation of the AMH Sale; (iv) letters of resignation from the Tribe's appointees to the Board of Directors of APL (i.e., Fred Fox and Mervin Packineau); and (v) execution of Escrow Agreement.



Indemnity: Each of MHA Holdings and the Tribe will provide a standard indemnity to protect against a breach of any representation, warranty and/or covenant made to APL/AMH in the Purchase Agreement. In addition, each of MHA Holdings and the Tribe will share pro rata in any indemnity claim made by Buyer in the AMH Sale.

Survival: Representations and warranties survive indefinitely. Covenants survive until fully performed.

Sovereign Immunity Waiver; Governing Law; Jurisdiction: Consistent with the APL LLC Agreement and the APL Amending Agreement, and solely for purposes of the Purchase Agreement and the Escrow Agreement, each of MHA Holdings and the Tribe will waive sovereign immunity; agree to Delaware or New York governing law and consent to jurisdiction in Delaware or New York.

Third Party Beneficiary: Each of OZ and Legion will be third party beneficiaries of the Purchase Agreement.

Release: Other requirements under the Purchase Agreement and indemnities described above, mutual releases will be provided to all parties with respect to all matters pertaining to ownership of equity in APL.

Further Assurances: A standard further assurances clause will be included to account for any post-closing cooperation that may be required.



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, 6 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 12th day of September, 2013, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 1 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

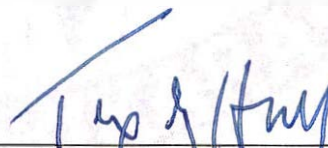
Chairman [] Voting. [] Not Voting.

Dated this 12th day of September, 2013.

ATTEST:



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



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