



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

**A Resolution Entitled: “Amendment 1 to Agreement for Services between Thunder Butte Petroleum Services, Inc., and Ventech dated July 11, 2013 for Definitional Engineering Work”**

**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,** Thunder Butte Petroleum Services, Inc. (“TBPS”) entered into an Agreement (the “Agreement”) with Ventech Engineers International, LLC (“Ventech”) to perform a Technical Report to determine the preliminary design, cost and schedule for the Project; and

**WHEREAS,** TBPS wishes to amend said Agreement for the purpose of including additional services, specifically Definitional Engineering Services, to be provided by Ventech and revising the Cost of Services to be rendered in the amount of \$500,000.00 minus 5% retainage, to Ventech within five (5) business days of the execution of the Amendment as set forth in Exhibit B of the Agreement, attached hereto and incorporated herein by reference. Contract work will commence on the date the amended agreement is executed until completion of the engineering work described in the engineering agreement; and



**WHEREAS,** Ventech has submitted *Amendment 1 to the Agreement for Services* to TBPS for the purpose of conducting the Definitional Engineering work and revising the Cost of Services to be rendered, attached hereto and incorporated herein by reference; and

**WHEREAS,** The Tribal Business Council has determined that it is in the best interest of the Nation to approve *Amendment 1 to the Agreement for Services*.

**NOW THEREFORE BE IT RESOLVED,** that the Tribal Business Council hereby approves and authorizes Thunder Butte Petroleum Services, Inc. to enter into *Amendment 1 to the Agreement for Services* which is attached hereto and incorporated herein by reference with Ventech to provide the Definitional Engineering work and revise the Cost of Services as set forth more fully in Exhibit B of the Agreement, which is attached hereto and incorporated herein by reference.

**BE IT FURTHER RESOLVED,** the Tribal Chairman is hereby authorized to enter into any and all agreements and to take such other actions as are necessary to carry out the terms and intent of this Resolution.

*(The remainder of this page is intentionally left blank)*

Amendment 1 to Agreement for Services

COME NOW, Ventech Engineers International LLC and Thunder Butte Petroleum Services, Inc., parties to that certain Agreement for Services (the "Agreement") dated July 11, 2013 and, in exchange for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Article 2 "Services" is revised to include the following sentence at the end of the Article:

The services shall also include engineering work as set forth in Exhibit B.

2. Article 4 "Cost of Services" is revised to include the following paragraph at the end of the Article:

For the services to be rendered pursuant to Exhibit B, CLIENT shall make a lump sum payment in the amount of \$500,000.00 minus a 5% retain age, to VENTECH within five (5) business days of the execution of this Amendment.

3. Article 9 "Governing Law" is revised to delete the last sentence and replace it with the following:

In the event of a dispute that cannot be amicably resolved between the parties, the venue for the dispute resolution shall be the federal courts located in the State of North Dakota, Bismarck.

4. A new article numbered 17 and entitled "Limited Waiver of Sovereign Immunity" is added to the Agreement to read as follows:

CLIENT expressly, unequivocally and irrevocably provides a limited waiver of its sovereign immunity from suit in the federal courts located in the State of North Dakota - Bismarck. This limited waiver of sovereign immunity includes, but is not limited to, any action for money damages, injunctive relief and/or declaratory relief. CLIENT agrees that it will not raise sovereign immunity as a defense in any court action or dispute resolution proceeding brought by VENTECH to enforce its rights under this Agreement. CLIENT does not and cannot waive the sovereign immunity of the MHA Nation.

## EXHIBIT B

Ventech shall, upon receipt of funding, initiate engineering services necessary for the development of the following activities:

### PROCESS ENGINEERING

- Hysis Modeling
- Process Flow Diagrams and Utility Flow Diagrams (Rev A)
- Heat and Material Balances by Block
- Piping & Instrumentation Drawings (Rev A)
- Sized Equipment Lists
- Process Data Sheets for select long lead items

### CIVIL/STRUCTURAL ENGINEERING

- Develop Request For Proposals for site Geotechnical Report

### PIPING DESIGN ENGINEERING

- Continue working on ISBL Plot Plan and Equipment Layout

### MECHANICAL ENGINEERING

- Mechanical Data Sheets for Long Lead items

5. A new article numbered 18 and entitled "Cancellation" is added to the Agreement to read as follows:

Should the parties to this Agreement terminate this Agreement prior to completion of the work described in Exhibit B, Ventech shall return any funds to the CLIENT in proportion to the work not completed as of the date of termination. Ventech shall only be entitled to keep that portion of the LUMP SUM payment for all costs incurred up to the date of termination.

6. Exhibit B shall be attached to the Agreement.
7. All other provisions of the Agreement shall remain in full force and effect as originally drafted.

Agreed this 15<sup>th</sup> day of November, 2013.

Mandan Hidatsa & Arikara Nation

  
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Tex "Red Tipped Arrow" Hall, Chairman

Ventech Engineers International LLC

  
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Kevin Stanley, CEO




**CERTIFICATION**

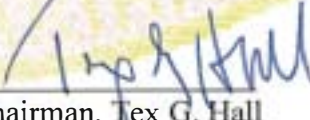
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 15<sup>th</sup> day of November, 2013, 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 15<sup>th</sup> day of November, 2013.

**ATTEST:**

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

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