



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

A Resolution entitled, “Professional Services Contract – Panther Development Investments, LLC”

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and

WHEREAS, The Constitution of the Three Affiliated Tribe 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 of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, The Tribe and the Energy Department desire to develop a Tribal-Wide Safety Plan for use by all tribal departments with regard to regulation of the Oil & Gas activity on the Fort Berthold Indian Reservation; and

WHEREAS, Panther Development Investments LLC of Boca Raton, Florida has submitted a proposal to undertake the development of a Tribal-Wide Safety Plan including individual Job Hazard Analysis and provide individual departmental training to address and mitigate potentially hazardous chemical, physical and biological hazards; and

WHEREAS, The Tribal Business Council has reviewed the proposal and has previously approved the proposal and terms via motion and now formally approves the attached agreement with Panther Development Investments LLC to complete the aforementioned project.

THEREFORE BE IT RESOLVED, The Tribal Business Council of the Three Affiliated Tribes hereby formally approves the Professional Services Contract with Panther Development Investments LLC of Boca Raton, Florida to assist the Energy Department to develop a Tribal-Wide Safety Plan for the Tribe; and

BE IT FURTHER RESOLVED, The total cost for the contract including travel shall not exceed \$60,000.00 unless approved in writing by the Tribal Business Council; and

BE IT FINALLY RESOLVED, the Tribal Chairman and TAT Energy Department Director are authorized to execute this Professional Services Contract on behalf of the Tribe.



Three Affiliated Tribes, Tribal Business Council
Office of the Executive Secretary
Ardel Jean Baker, Office Manager & Recording Secretary
Email Address: ajbaker@mhanation.com
(701) 627-8138 Cell (701) 421-8727

MEMORANDUM:

TO: Carson Hood, Jr.
FROM: Ardel Jean Baker, Office Manager/Recording Secretary
SUBJECT: Panther
DATE: October 15, 2013

The Tribal Business Council held its Regular Meeting on October 10, 2013 and approved the following motion.

01. EL BOW POWER, LLC: (Panther)

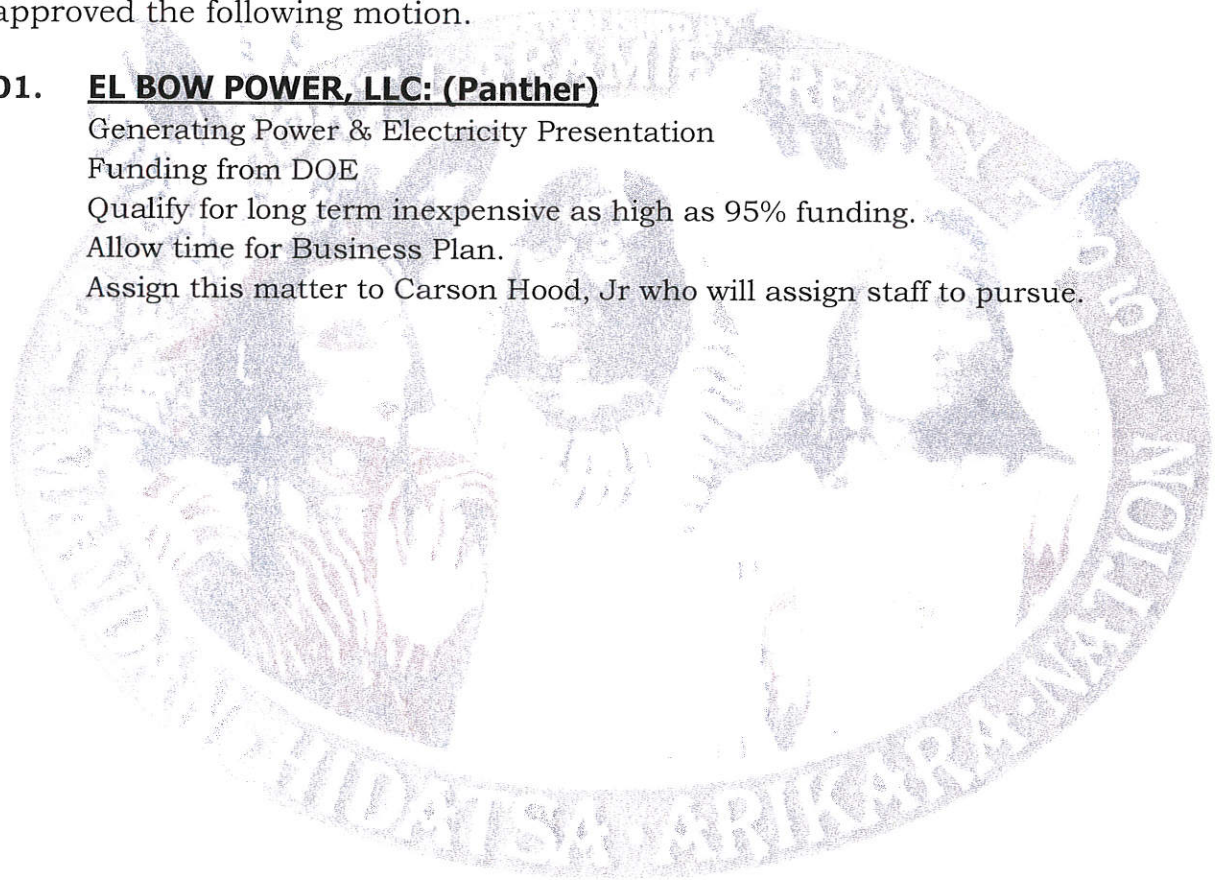
Generating Power & Electricity Presentation

Funding from DOE

Qualify for long term inexpensive as high as 95% funding.

Allow time for Business Plan.

Assign this matter to Carson Hood, Jr who will assign staff to pursue.



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE THREE AFFILIATED TRIBES AND
PANTHER DEVELOPMENT INVESTMENTS, LLC.**

1. PARTIES

This contract is between the Three Affiliated Tribes, 404 Frontage Road, New Town, North Dakota 58763 (hereinafter "Tribe") and Panther Development Investments, LLC of 6401 Congress Avenue, Suite 250, Boca Raton, Florida 33487 (hereinafter "Consultant")

THE PARTIES AGREE AS FOLLOWS:

2. CONTRACT PURPOSE:

The purpose of this Contract is to provide the Tribe with a Tribal-Wide Safety Plan including a Job Hazard Analysis. Consultant will provide individual departmental training to address and mitigate potentially hazardous chemical, physical and biological hazards and activities as needed. Specific Areas to be addressed by Consultant are contained in Appendix A of this Agreement.

3. TERM OF CONTRACT

The term of this contract shall be for the period of six (6) months from the date of this Agreement (_____).

4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:

Consultant shall render the following services to the Tribe:

1. Provide a first draft of a "Tribal-Wide Safety Plan" within three months of the date of this Agreement.
2. Assessment of the Tribes' seven (7) individual departments covered under this Agreement.
3. Audit of all current Tribal policies and procedures with regard to safety.
4. Address individual department's daily activities and future concerns.
5. Final document (Tribal-Wide Safety Plan) to be completed including tribal review and comment within six (6) months from the date of this Agreement.

5. WHERE SERVICES ARE TO BE PERFORMED:

Services will be performed at TAT Energy Department, Main Street, New Town, ND 58763 and/or as directed by TAT Energy.

6. COMPENSATION AND PAYMENTS:

In consideration of the services to be performed the Consultant shall be paid \$10,000.00

per month for a term of six months. The total compensation under this Agreement shall not exceed \$60,000.00.

7. EXPENSES:

Consultant shall not be reimbursed for any expenses associated with the services performed under this Agreement.

8. INDEPENDENT CONTRACTOR:

A. The Consultant assures the Tribe that the Consultant is an independent contractor providing services for the Tribe and that neither the Consultant nor any of the Consultant's employees, agents, sub-Consultants, etc. are employees of the Tribe under this Contract or any subsequent amendment or extension hereof. Consultant has no power or authority to act for, represent, or bind the Tribe or any entity affiliated with the Tribe in any manner. Consultant and Consultant's employees are not entitled to any medical coverage, life insurance, or participation in any other benefits afforded to the Tribe's regular employees, or those of Tribe-affiliated entities. If the Tribe or any of Tribe-affiliated companies are required to pay or withhold any taxes or make any other payment with respect to fees payable to Consultant, Consultant will reimburse the Tribe or the affiliated entity in full for taxes paid, and permit the Tribe to make deductions for taxes required to be withheld from any sum due the Consultant.

B. The Consultant is solely responsible for assuring compliance with all legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the employment of any persons providing services to the Consultant or any of its sub-Consultants, under this Contract. The Consultant agrees that the Consultant shall indemnify the Tribe for any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing or resulting from: 1) the Consultant's failure to comply with this Contract; 2) from any ruling of any legal authority or claims by any sub-Consultant, employee or alleged employee of the Consultant, that the Consultant or a person the Consultant has held out to be his/her employee is an employee of the Tribe.

9. CONSULTANT NOT TO ENGAGE IN CONFLICTING ACTIVITIES:

During the time of this Contract, Consultant will not enter into any activity, employment, or business arrangement that conflicts with the Tribe's interests or Consultant's status. The Tribe shall have the option of terminating this Contract at any time if in Tribe's sole judgment a conflict of interest exists or is imminent. Consultant will advise the Tribe of Consultant's position with respect to any activity, employment, or business arrangement contemplated by Consultant that may be relevant to this Section. For this purpose, Consultant agrees to disclose any such plans to the Tribes prior to implementation.

10. WARRANTY THAT CONTRACT DOES NOT COMTEMPLA TE CORRUPT PRACTICES – DOMESTIC OR FOREIGN:

Consultant represents and warrants that (a) all payments under this Contract constitute compensation for services performed; and (b) this Contract and all payments, and the use of the payments by Consultant, do not and shall not constitute an offer, payment, or promise, or authorization of payments, and of any money or gift to an office or political party of, or candidate for political office in, any jurisdiction within or outside the United States. These payments may not be used to influence any act or decision of any official, party, or candidate to use his, her or its influence with a government to affect or influence any act or decision of such government to assist the Tribe in obtaining, retaining, or directing business to the Tribe or any person or other corporate entity. As used in this paragraph, the term “official” means any officer or employee of a government, or any person acting in an official capacity for or on behalf of any government; the term “government” includes department, agency, or instrumentality of a government.

11. FUNDING AVAILABILITY:

The Consultant agrees and understands that this Contract is dependent upon available funding. In the event such funding expires or is reduced, this Contract may be terminated or modified by the Tribe at its sole discretion. Modification of the Contract includes, but is not limited to, reduction of the rates or amounts of consideration of the alteration of the manner of the performance in order to reduce expenditures under the Contract.

12. TERMINATION OF CONTRACT:

When terminated for cause by either party, this Contract may be terminated immediately upon written notice. Written notice shall be delivered to the addresses set forth under Paragraph 1 above. This Contract may be terminated without cause upon 60 days written notice to the other party. Any notice deadline shall be measured from the date the notice is posted and mailed.

13. GOVERNING LAW:

This Contract is subject to and shall be interpreted in accordance with the laws of the Three Affiliated Tribes.

14. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES:

The rights and duties under this Contract may not be assigned or delegated by either party without the prior written consent of the other.

15. ENTIRE CONTRACT AND MODIFICATION:

This Contract contains the entire Agreement between the parties. This Contract may not

be modified except by later written Contract signed by both parties.

16. INSURANCE & INDEMNIFICATION:

The Consultant shall indemnify the Tribes' from any liability or loss incurred by Consultant during the term of this Agreement.

17. JURISDICTION:

This Contract was executed and is to be carried out on the Fort Berthold Indian Reservation. Any dispute arising under this Contract is subject to the jurisdiction of the Fort Berthold District Court.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with all applicable Federal, State, and Tribal (i.e. TERO) laws and regulations in performing this Contract. Consultant shall also comply with all of the Tribe's policies, procedures, and rules.

19. LIAISON & CONTRACT SUPERVISION:

Carson Hood – TAT Energy Director shall be the supervisor over the Consultant and the Consultant's work.

20. SEVERABILITY:

It is understood and agreed by the parties hereto that if any term or provision of this Contract is held to be illegal, void or in conflict with any applicable Tribal, State or Federal law, the validity of the remaining terms and provisions shall not be affected. And the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

22. WAIVER:

Waiver of any default, breach or failure to perform under this Contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not to be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

23. SOVEREIGN IMMUNITY:

Nothing in this Contract shall be construed, held or interpreted as a waiver of the Sovereign Immunity of the Three Affiliated Tribes, its officers, agents, or assigns.

AGREED AND APPROVED:

CONSULTANT: Panther Development Investments, LLC

By _____ Date _____
Mr. Michael Toomey

THREE AFFILIATED TRIBES:

TAT Energy Department

By _____ Date _____
Carson Hood, Director

CONCURRED:

By:  _____ Date 2-20-14
Chairman, Tex G. Hall

APPROVED: Resolution No. _____ (October 10, 2013)

ATTACHMENT:

- 1. Appendix A – Addendum (Areas to be Addressed)
- 2. Approving Resolution.

**PROFESSIONAL SERVICES AGREEMENT (PSA)
PANTHER DEVELOPMENT INVESTMENTS, LLC ("Consultant")
and THE THREE AFFILIATED TRIBES ("Client")**

Proposal Date: September 24, 2013

The Basic Services are as follows:

The consultant will provide a first draft of a "Tribal-Wide Safety Plan" within 3 months of acceptance of this proposal. The process involves spending one week per month to assess each of the seven (7) individual departments, to audit current policies and procedures and address individual department's daily activities and future concerns.

All applicable Job Hazard Analysis' (JHA's) will be created during this process and the consultant will conduct individual departmental training to address and mitigate potentially hazardous chemical, physical and biological hazards and activities as needed.

The final document with addendums will be completed within 6 months of acceptance of this proposal.

Per month inclusive cost: \$10,000 x 6 months.....\$60,000

Panther Development Investments will work directly with the MHA Nation Energy Dept. who will have authority over this proposal.

Provisions of this Work Order will remain valid for thirty (30) calendar days from the Proposal Date above.

The Client hereby authorized the Consultant to the commence work required under this Work Order on _____, 2013.

IN WITNESS WHEREOF, the parties have duly executed this Work Order as of the day and year first above written.

THREE AFFILIATED TRIBES (TAT)
("Client")

Mr. Carson Hood, Jr., Dir. Of Energy

PANTHER DEVELOP. INVEST., LLC
("Consultant")

Mr. Michael Toomey

Mr. Tex Hall, Chairman
The Three Affiliated Tribes

PANTHER DEVELOPMENT INVESTMENTS, LLC
6401 Congress Avenue, Suite 250
Boca Raton, Florida 33487

As an addendum to the afore written Professional Services Agreement, Panther Development Investments, LLC (Consultant), respectfully submits to the Three Affiliated Tribes (Client) an itemized listing of Health, Safety and Emergency Response topics to be addressed in the effort to produce a Tribal Wide Safety Plan. Activities of all seven (7) individual departments will be addressed as well as Fire/Rescue. Obviously, each department's daily endeavors and responsibilities vary. This audit will address and bring to light all potential hazards and assist the Consultant in customizing a broad spectrum and cohesive Health and Safety Plan for the Three Affiliated Tribes.

Areas to be addressed are as follows:

Accident Investigation
Back Safety
Biological-Medical Waste
Biological Safety and Blood Borne Pathogens
Compressed Gasses
Confine Space Entry
Contractor Safety Verification
Corporate Construction
Corporate Safety Program
Crane, Hoist and Sling Safety
Crisis and Disaster
Demolition
Electrical Safety
Emergency Action, Evacuation and Fire Prevention
Ergonomic and Muscular-Skeletal Disorders
Eye Wash Stations / Safety Shower Program
Fall Protection
First Aid and Emergency Response
Flammable and Combustible Liquids
Forklift Safety Program
General Safety Awareness
Hand and Portable Power Tools
Hazard Communications
24 and 40 Hour Hazardous Waste Operations and Emergency Response Training (HAZWOPER)
Job Hazard Analysis (JHA)
Laboratory and Chemical Hygiene Program
Laser Safety

Lead Exposure
Lock Out / Tag Out
Machine Guarding
Marking Industrial Hazards
Mechanical Power Press
Noise Exposure and Hearing Conservation
Personal Protective Equipment
Portable Ladders
Process Safety Management
Respiratory Protection
Rim and Wheel Servicing
Safe Driving
Safety Check List
Scaffoldings
Spill Prevention Control and Countermeasures (SPCC) Plan
Stairways and Fixed Ladders (Industrial)
Trenching and Shoring
Walking and Working Surfaces
Welding, Cutting and Brazing
Working In Extreme Temperatures
X-Ray and Radiation

Respectfully Submitted,

Mr. Michael Toomey
(Consultant)

ROBERT W. POPE

Robert W. Pope has amassed thirty years experience in the arenas of industrial hygiene, occupational and environmental health and safety and training. Mr. Pope is a 1979 graduate of the U. S. Department of Defense's Bureau of Medicine and Surgery in Oakland, California and is a Certified Preventive Medicine Technologist and a Certified Environmental Health Technologist. Experience includes eleven years with the U.S. D.O.D.; eight years active duty Navy and three years civil service as an Environmental Health Officer for the Naval Station Roosevelt Roads, Puerto Rico. Responsibilities included conducting disease research with regard to the military's NBC warfare agents and establishing medical monitoring and occupational health programs for its research scientists. Also included is extensive experience in the areas of hazardous materials inspection and testing, management planning, project design, construction management, materials sampling and analysis and training of D.O.D. civilian employees and military personnel alike. These projects included toxic chemicals, biological materials, ionizing and non-ionizing nuclear materials, noise, ventilation, asbestos, sick building syndrome and illumination studies. These studies were performed on myriad military installations and privately owned industrial facilities throughout the United States, Western Europe, Eastern Africa, Mexico and the Caribbean Basin.

Mr. Pope left Civil Service in 1988 under contract with Environmental Aspects, Inc., tasked with filling an adjunct professor teaching position at the University of North Florida's Continuing Education Department. This project was a successful combined effort to obtain UNF's EPA and State of Florida certification in NIOSH (National Institute of Occupational Safety and Health) and AHERA (Asbestos Hazard Emergency Response Act) training courses and establish an OSHA 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training program. Today UNF continues to offer the same training programs under those same national certifications. Environmental Aspects closed in 1990.

In 1990 Mr. Pope joined Enviropact, Inc. as the Corporate Safety and Training Officer. In this capacity, Mr. Pope wrote and implemented Enviropact's nationwide Corporate Health and Safety programs, in-house Occupational Health and Medical Monitoring Programs and Chemical Hygiene and Emergency Response Plans for their laboratories. He also established HAZWOPER training programs throughout Enviropact's engineering/architectural facilities in New York, Texas, South Carolina and Florida (Jacksonville, Tampa and Miami). Enviropact closed in 1992.

In 1992, Mr. Pope became a principal in founding Precision Environmental Laboratory, Inc. (PEL) in Miramar, Florida and served as the Corporate

Environmental Health Officer and Chemical Hygiene Officer. In this capacity, Mr. Pope opened the PEL HAZMAT Training Center in Miramar which soon evolved into a supplemental toxicology program at the University of South Florida (Tampa) for medical school candidates.

In 1995, upon request of Prime Minister Basdeo Panday, Mr. Pope and PEL opened a teaching facility on the island of Trinidad at the University of the West Indies to introduce the first ever HAZMAT training programs for government owned oil refineries, power generation plants, water and sewer treatment plants as well as private sector oil related industries and manufacturing.

In 1999, Mr. Pope and his partners sold their interests in Precision Environmental Laboratory to a British conglomerate out of London called Severn Trent Laboratories, Inc. (STL). Mr. Pope remained under contract with STL through June 2002 as the Environmental Health and Safety Director of STL's Miami Division and continued providing monthly HAZMAT training in Miami, Tampa, Orlando, Jacksonville, White Plains, N.Y. and Columbia, S.C.

In June 2002, Mr. Pope, now independent, formed R. W. Pope & Associates and functions as its president and head instructor. In this capacity Mr. Pope continues to offer OSHA, EPA and DOT HAZMAT training in the southeastern U.S. and the Caribbean basin.

In May 2010, after the explosion and subsequent environmental disaster of the BP Deep Water Horizon oil spill, Mr. Pope was contracted by CARDNO-Entrix (Australia) to act as a Senior Project Scientist / Project Safety Officer. In this capacity Mr. Pope oversees and trains environmental scientists assigned to NRDA (Natural Resources Damage Assessment), headquartered at the Incident Command Center in Houma, Louisiana.

Robert (Bob) W. Pope
1117 Mango Isle
Fort Lauderdale, FL 33315
Tel: 954-801-1525
bob0410@msn.com

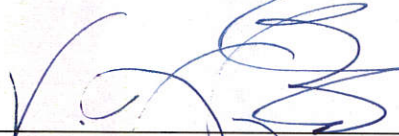


CERTIFICATION

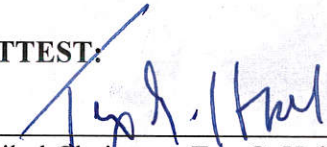
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 6 were present at a **Regular** Meeting thereof duly called, noticed, convened and held on the 13th day of February, 2013, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 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 13th day of February, 2013.



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

ATTEST:


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