



Resolution No. 14-071-VJB

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

A Resolution Entitled: "Approval of the MHA Nation Application for Right of Way and Use of Rights-of-Way, the MHA Nation Pipeline Right-of-Way Terms and Conditions, and the Section D. on Pipeline Right-of-Way Fees"

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 authorized 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, Article VI, Section 5 (I) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies; and

WHEREAS, Article VI, Section 5 (J) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to protect and preserve the property, wildlife and natural resources of the Tribes; and

WHEREAS, There are numerous oil wells operating on the Fort Berthold Indian Reservation ("FBIR") as a result of the exploration and production of crude oil and other minerals within the Bakken Formation; and

WHEREAS, The Tribal Business Council has the responsibility and authority to regulate the conduct of oil and gas exploration and production on the FBIR including the regulation of the use of rights of way within the FBIR; and

WHEREAS, The MHA Nation Energy Division, MHA Nation Natural Resources Department, and the MHA Nation's legal counsel and consultant have been working with stakeholders in the oil and gas industry to draft and revise the attached MHA Nation Right-of-Way Terms and Conditions and the MHA Nation Application for Right of Way and Use of Rights-of-Way; and

WHEREAS, The attached MHA Nation Right-of-Way Terms and Conditions and the MHA Nation Application for Right of Way and Use of Rights-of-Way is satisfactory to the MHA Nation Energy Division, and MHA Nation Natural Resources Department, and was reviewed and approved by the MHA Natural Resources Committee on April 2, 2014; and

WHEREAS, The MHA Nation Energy Division, MHA Nation Natural Resources Department and its consultants developed and prepared a proposed Section on Fees to defray the unique burdens and difficulties that the oil and gas industry has on the tribal infrastructure and government services, such as heavy road traffic, environmental impacts, social and law enforcement impacts, etc.; these activities disproportionately impact the MHA Nation, its territory and tribal members. Under the circumstances, other taxes and fees to defray the cost of these Reservation impacts and demands on tribal government services may be most appropriate; and

WHEREAS, on April 3, 2014, the Natural Resources Committee reviewed and considered a Fee Structure proposal presented by the MHA Nation Energy Division and the MHA Nation Natural Resources Department that would apply to each pipeline gathering system; and the Natural Resources Committee requested certain revisions to limit that proposal and forwarded the matter to the Tribal Business Council for consideration; and

WHEREAS, The attached MHA Nation Pipeline Right-of-Way Terms and Conditions contains provision R.1., which states:

Sovereign Immunity. Nothing herein shall be deemed or construed to be a general waiver of the Sovereign Immunity of the MHA Nation for any purpose. The MHA Nation does not waive its sovereign immunity from suits which fall outside the limited waiver of sovereign immunity in Section S. The MHA Nation expressly reserves its jurisdiction (i.e. right, subject to the terms and conditions of this Agreement, to exercise dominion and control) over this Agreement, and nothing in this Agreement shall constitute or be construed to constitute a relinquishment of jurisdiction.

WHEREAS, The attached MHA Nation Pipeline Right-of-Way Terms and Conditions contains provision S.1., which states in part:

Limited Waiver of Sovereign Immunity. The Parties acknowledge that the MHA Nation is a federally-recognized Indian tribe possessing sovereign immunity from suit and other legal proceedings. Nothing in this Limited Waiver of Sovereign Immunity shall be deemed to be a waiver of MHA Nation's sovereign immunity from suit, except to the extent that the MHA Nation hereby provides a limited waiver of its sovereign immunity and consents to be sued should an action be commenced to determine and/or enforce the obligation of the Parties under this Agreement exclusively in the Tribal Court of the MHA Nation; provided further that the MHA Nation's consent to suit is only as to good faith proceedings as described and permitted in Section 2, below, and to tribal court action initiated consistent with this Limited Waiver of Sovereign Immunity and this Agreement.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council has reviewed and expressly approves provision R.1. of the MHA Nation Pipeline Right-of-Way Terms and Conditions, which states:

Sovereign Immunity. Nothing herein shall be deemed or construed to be a general waiver of the Sovereign Immunity of the MHA Nation for any purpose. The MHA Nation does not waive its sovereign immunity from suits which fall outside the limited waiver of sovereign immunity in Section S. The MHA Nation expressly reserves its jurisdiction (i.e. right, subject to the terms and conditions of this Agreement, to exercise dominion and control) over this Agreement, and nothing in this Agreement shall constitute or be construed to constitute a relinquishment of jurisdiction.

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WHEREAS, The attached MHA Nation Pipeline Right-of-Way Terms and Conditions contains provision S.1., which states in part:

Limited Waiver of Sovereign Immunity. The Parties acknowledge that the MHA Nation is a federally-recognized Indian tribe possessing sovereign immunity from suit and other legal proceedings. Nothing in this Limited Waiver of Sovereign Immunity shall be deemed to be a waiver of MHA Nation's sovereign immunity from suit, except to the extent that the MHA Nation hereby provides a limited waiver of its sovereign immunity and consents to be sued should an action be commenced to determine and/or enforce the obligation of the Parties under this Agreement exclusively in the Tribal Court of the MHA Nation; provided further that the MHA Nation's consent to suit is only as to good faith proceedings as described and permitted in Section 2, below, and to tribal court action initiated consistent with this Limited Waiver of Sovereign Immunity and this Agreement.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council has reviewed and expressly approves provision R.1. of the MHA Nation Pipeline Right-of-Way Terms and Conditions, which states:

Sovereign Immunity. Nothing herein shall be deemed or construed to be a general waiver of the Sovereign Immunity of the MHA Nation for any purpose. The MHA Nation does not waive its sovereign immunity from suits which fall outside the limited waiver of sovereign immunity in Section S. The MHA Nation expressly reserves its jurisdiction (i.e. right, subject to the terms and conditions of this Agreement, to exercise dominion and control) over this Agreement, and nothing in this Agreement shall constitute or be construed to constitute a relinquishment of jurisdiction.

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BE IT FURTHER RESOLVED, that the Tribal Business Council has reviewed and expressly approves provision S.1. of the MHA Nation Pipeline Right-of-Way Terms and Conditions, which states:

Limited Waiver of Sovereign Immunity. The Parties acknowledge that the MHA Nation is a federally-recognized Indian tribe possessing sovereign immunity from suit and other legal proceedings. Nothing in this Limited Waiver of Sovereign Immunity shall be deemed to be a waiver of MHA Nation's sovereign immunity from suit, except to the extent that the MHA Nation hereby provides a limited waiver of its sovereign immunity and consents to be sued should an action be commenced to determine and/or enforce the obligation of the Parties under this Agreement exclusively in the Tribal Court of the MHA Nation; provided further that the MHA Nation's consent to suit is only as to good faith proceedings as described and permitted in Section 2, below, and to tribal court action initiated consistent with this Limited Waiver of Sovereign Immunity and this Agreement.

BE IT FURTHER RESOLVED, that the Tribal Business Council has considered and now expressly approves the Section D. Fee Structure set forth in the Attached "VERSION C" which is based on a yearly charge of \$5,000.00 per acre of MHA Nation Tribal land tracts for the twenty (20) year term.

BE IT FURTHER RESOLVED, that the Tribal Business Council has considered and now expressly approves the use of the attached MHA Nation Pipeline Right-of-Way Terms and Conditions and the MHA Nation Application for Right of Way and Use of Rights-of-Way.

BE IT FINALLY RESOLVED, the Tribal Business hereby authorizes the Tribal Chairman to take such further actions as are necessary to carry out the terms and intent of this Resolution.

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CERTIFICATION

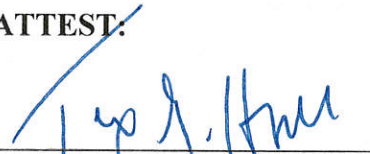
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 10th day of April, 2014, 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 10th day of April, 2014.



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

ATTEST:


Chairman Tex G. Hall
Tribal Business Council
Three Affiliated Tribes