



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

A Resolution entitled, "Approval of Global Settlement Agreement with Targa Badlands, LLC."

- WHEREAS,** This Mandan Hidatsa and Arikara Nation (the "MHA 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 under said Act, and
- WHEREAS,** Pursuant to Article III, Section 1 of its Constitution and By-Laws, the Tribal Business Council is the governing body of the MHA Nation; and
- WHEREAS,** Pursuant to Article VI, Section 5(1) of said Constitution, the Tribal Business Council has the power to adopt resolutions regulating the procedures of the Tribal Council, its Agencies and Officials; and
- WHEREAS,** The Tribal Business Council has authority to engage in activities on behalf of and for the welfare and benefit of the Tribes and of the enrolled members thereof; and
- WHEREAS,** Article IX Sections 1 and 3 of the Constitution provides that the Tribal Business Council has the authority to manage and lease or otherwise deal with tribal lands and resources; and
- WHEREAS,** Pursuant to the General Right of Way Act, 25 U.S.C. §§ 323-328 and 25 CFR Part 169, the Secretary of the Interior, acting through the Bureau of Indian Affairs is required to obtain the prior written consent of an Indian tribe before granting a right-of-way or easement on tribal lands; and
- WHEREAS,** On May 13, 2015, Targa Badlands, LLC ("Targa") made a presentation and proposal to the Natural Resources Committee for a Global Settlement Agreement covering 39.838 acres of tribally owned land on the Fort Berthold Indian Reservation, set forth in the attached Exhibit 1, for a total compensation of \$2,535,421.98 for a twenty (20) year term; and
- WHEREAS,** The Energy Division negotiated the attached Global Settlement Agreement with Targa consistent with "MHA Nation Pipeline Right-of-Way Terms and Conditions" approved by the Tribal Business Council on May 28, 2014 via Resolution No. 14-089-VJB; and
- WHEREAS,** Targa filled out the attached "MHA Nation Application for Rights of Way and Use of Right of Way" pursuant to Resolution No. 14-071-VJB passed by the Tribal Business Council on April 10, 2014; and

**MHA NATION
PIPELINE RIGHT-OF-WAY TERMS AND CONDITIONS
AND AUTHORIZING A GLOBAL SETTLEMENT**

The Mandan, Hidatsa and Arikara Nation (“MHA Nation” or “Nation”) of the Fort Berthold Indian Reservation (“Reservation”) hereby agrees to this global settlement with Targa Badlands LLC (“Targa”) for the MHA Nation’s consent to the grant of 39.838 acres of the Nation’s land by the Secretary of the Interior (“Secretary”) acting through the Bureau of Indian Affairs (“BIA”), United States Department of the Interior, for Rights-of-Way only, as described on the Attached Exhibit 1 (herein referred to as “Rights-of-Way”); such Rights-of-Way also defined in Section A.1., of this Global Settlement Agreement, pursuant to and in accordance with the General Right of Way Act, 25 U.S.C. §§ 323-328 and 25 CFR Part 169, which requires prior written consent of the MHA Nation, and in consideration of this agreement of the following terms and conditions (referred to herein as “Global Settlement Agreement”):

A. Right-of-Way Parameters.

1. The Rights-of-Way under this Global Settlement Agreement, as identified on Exhibit 1 and that shall be defined and limited as shown in a separate Application, as may be approved or modified by the MHA Nation should the Energy Division determine that a particular Right-of-Way route would not be in the best interest of the MHA Nation. (The individual Application will include a legal description and map).
2. The extent of the Rights-of-Way shall not exceed:
 - a. Thirty (30) feet in width during the Term set forth in Section C, below, except during periods of construction, maintenance or repair, with a minimum initial overburden depth of four (4) feet (unless safety requirements or regulation requires less overburden), with no more than four (4) lines installed within a maximum of thirty (30) feet.
 - b. In the case of above-ground facilities (e.g., meters, LACT units, valves, compressor stations, dehydration facilities, pig launchers and receivers, and pump stations), any allowable surface acreage needed for the pipelines constructed in the Rights-of-Way is a part of this Global Settlement Agreement, but will be approved separately by the MHA Nation for such above-ground facilities and will be provided in a separate consent.
 - c. A surface strip of land of one-hundred (100) feet in width for construction and maintenance or repair of the pipeline.
 - d. Any proposed Right-of-Way on Exhibit 1 and Shown on Exhibit 2 in the Four Bears Segment must receive Four Bears Segment Community Board approval; such approval not to be unreasonably withheld

3. Upon completion of the construction of any and all facilities under this Global Settlement Agreement, Targa will provide the MHA Nation with as-built drawings certified by a qualified engineer.
4. The Rights-of-Way and the associated above ground facilities included in this Global Settlement Agreement shall be subject to the set back limitations and the variance approval process prescribed by MHA Tribal Council Resolutions. The MHA Nation will work diligently and in good faith with Targa in resolving any objections, variances or setbacks limitations for these Rights-of-Way. Should a new route be required due to an objection, variance or setback, the parties understand that this new route will be part of this Global Settlement Agreement to the extent that the total amount will remain 39.838 acres. Targa agrees that request for a right-of-way from the MHA Nation over and above the 39.838 acres will be paid at the same terms as this Global Settlement Agreement.

B. Permitted Uses and Restrictions.

1. The Rights-of-Way may only be used for the inspection, survey, development, installation, expansion, construction, replacement, operation, maintenance, repair, removal and demolition of the facilities described in the Application as approved or modified by MHA Nation, as of the Effective Date (the foregoing "Permitted Uses"). The Effective Date shall be the date of BIA's execution of the grant of the Right-of-Way following the Parties execution of this Global Settlement Agreement.
2. The Rights-of-Way shall not be used in any manner: (a) which will cause a cancellation, voiding or nonrenewable of Targa's insurance policy covering any part thereof or any of its coverage's for benefit of the MHA Nation; (b) for any unlawful purposes; or (c) for any purpose that is not a Permitted Use.
3. Without prior notification and written approval by the MHA Nation Energy Division or the designated MHA agency as an appendix to this Global Settlement Agreement, the Rights-of-Way may not be used for: (a) above ground storage (except as designated in an approved Application); (b) the exploration, development or production of hydrocarbons or other minerals; (c) the gathering and/or transportation of gas, natural gas or liquids from outside of the MHA Reservation to and across the Reservation (except as designated in an approved Application); (d) developing or building temporary or permanent housing and commercial facilities not expressly approved under this Global Settlement Agreement; (e) any utility-type services offered to third parties beyond the needs of Targa to carry out the Permitted Uses set forth under the terms of this Global Settlement Agreement and attached Application, such as water, electric, fiber optics; (f) construction and operation of cell towers. These activities and uses will be subject to separate approval by and agreement with the MHA Nation.
4. Targa and its contractors shall conduct all construction and operational activities, and shall build all pipelines and above ground appurtenances in a workmanlike and safe

manner, in accordance with all relevant industry standards, and all applicable legal and regulatory requirements.

5. Targa will restore all damage to lands and vegetation caused by construction, operation or removal of any pipeline or appurtenance back to the original state or better with consideration of the native vegetation prior to disturbance as identified in the MHA Nation Energy Division Oil and Gas Code and regulations. Upon abandonment of the Right-of-Way, Targa agrees to abide by all prescribed applicable procedures set forth in 25 CFR 169.25(e).
6. Targa will cooperate with the MHA Nation and other ROW holders to permit reasonable crossings and co-location of facilities; at a minimum of twenty-four (24) vertical inches for crossings and ten (10) feet of horizontal separation for co-location not at crossing, and upon request, will attempt to enter crossing and right-of-way access agreements upon reasonable terms and conditions.
7. Targa will take all reasonable and necessary actions and precautions for safety purposes including prevention and suppression of fires, whether caused by its operations or nearby occurrences.
8. Targa and its contractors shall only employ persons and firms of good reputation possessing suitable skills, licenses, certificates and personnel to complete assigned work, and which are adequately capitalized and appropriately insured and bonded, and which are insured, bonded, approved, licensed and in compliance with all applicable requirements of the Tribal Rights Employment Office (TERO) and shall conduct themselves at all times in accordance with applicable laws and regulations.
9. Unless otherwise stated in this Global Settlement Agreement or provided in an approved individual Application subject to this Global Settlement Agreement, Targa agrees to consider cooperating with potential third-party shippers to provide service on the facilities constructed on the Rights-of-Way upon commercially reasonable terms and conditions, to be negotiated between the parties. Access and service shall not be contrary to applicable laws, regulations and/or rules.
10. Should a trespass inadvertently occur on MHA Nation land adjacent to any of 39.838 acres (and not a sacred site or sensitive area) subject to this Global Settlement Agreement, Targa will pay to the MHA Nation two times the ROW fee (\$6,000.00 per acre) with such damages being approved by the Energy Department with notice given to the NRC and TBC. Targa will pay such trespass damages within five (5) business days from the MHA Energy Division's assessment of the trespass damages.

C. Term.

1. The Term commences on the date the grant for the particular Right-of-way is issued by the BIA ("Effective Date"), and will end at midnight on the date twenty (20) years after the Effective Date; provided however, the Term as to any portion of the

- c.A Gathering System is a permanent pipeline system, including compression or pumping facilities, utilized to collect oil, gas or water produced by petroleum wells located on FBIR or to storage, transfer, processing or disposal facilities located within the boundaries of FBIR. Gathering Facilities are any component of a Gathering System.
- 3. Charges for Transmission Pipelines are to be negotiated between the MHA Nation and the Transmission Pipeline operator. A Transmission Pipeline is a permanent pipeline utilized to transport any material or product across land located within FBIR from a location outside the boundaries of FBIR, whether the pipeline exits FBIR or terminated within FBIR.
- 4. Based on a fifteen (15) foot width, charges for Temporary Water Pipelines are equal to five thousand dollars (\$5,000.00) per acre for a twelve (12) month period or prorated for a portion of a year.
 - a. Temporary Water Pipelines are above-ground pipelines designed to transport fresh, non-potable water to construction sites and well pad locations.
 - b. If a Temporary Water Pipeline is utilized to transport water with any additional chemicals, the charges are to be negotiated between the MHA Nation and the Temporary Water Pipeline operator.
- 5. Remittance Process. The one time \$6,000 per acre fee for the Rights-of-Way and any above ground facilities as described made the basis of this Global Settlement Agreement due to the MHA Nation for its interest in land owned by the MNA Nation shall be paid directly to the MHA Nation, with notice to the Bureau of Indian Affairs, Fort Berthold Agency.

E. Taxes. The MHA Nation is a sovereign Indian tribe with authority to manage its natural resources, lands, water and territory. The power to tax is a sovereign authority of territory management and necessary for provision of governmental services which make economic activity possible. The MHA Nation fully reserves its right to further regulate and tax economic activity, generally, within its territory to defray the cost of self-government.

F. Services. The MHA Nation shall have no obligation to provide any utilities or other services to Targa or to the Rights-of-Way during the Term. Notwithstanding the foregoing, if the current provider of any electrical power, water, or other utility service utilized in the operation of Targa's facilities permanently ceases to provide such utility service for such facilities, the MHA Nation agrees to promptly respond and use commercially reasonable efforts to facilitate efforts to obtain substitute utility service. Subject to the MHA Nation's laws and without restricting the MHA Nation's right to impose fees on utilities (including for the utilities' right-of-way), the MHA Nation agrees to expedite the consideration of necessary easements, licenses and other consents and approvals as may be reasonably necessary to deliver substitute utility service to Targa's facilities.

G. Action on Permits. The Global Settlement Agreement and any Application and the grant of the particular ROW is in addition to and does not substitute for Targa's requirement to apply

for and obtain any permit, consent, approval, certificate or license required under applicable law, including laws and regulations of the MHA Nation, for conducting any activity on the Reservation, including Permitted Uses, and for Targa's and its contractors' or agents' employees to perform any activities on the Reservation. The MHA Nation and its agents and employees shall work expeditiously to avoid unreasonable delay to any decision on whether or not to issue (or condition, if issued) any permits required for Permitted Uses.

H. Default. The following occurrences ("Events of Default") shall constitute a default of the terms and conditions set forth herein:

1. Failure to make the payment as set forth herein, and such failure shall continue uncorrected for a period of thirty (30) Business Days after written notice from the MHA Nation.
2. Failure to use any of the Rights of Way for a forty-eight (48) contiguous month period for the purpose for which each ROW was granted, as provided for in 25 C.F.R. § 169.20(b).
3. Use of a Right of Way for any purpose that is not a Permitted Use.
4. Extension or construction of pipelines and related facilities outside of the permitted Right of Way, provided such extension or construction is not otherwise authorized.
5. Failure to perform any other material obligation or comply with any material provision of the terms and conditions set forth herein, including material violation of any applicable laws or regulations.
6. Any representation or warranty of Targa given herein is or becomes materially untrue, inaccurate or misleadingly incomplete.
7. Notification by Targa within five (5) business days of an application for or agreement to the appointment of a receiver or trustee in liquidation of it or its properties.
8. Notification by Targa within five (5) business days of a filing for bankruptcy or a petition seeking reorganization or an arrangement with creditors under any bankruptcy law.
9. In the event of any Event of Default, the MHA Nation shall have the right to terminate this Global Settlement Agreement and withdraw its consent to the Rights-of-Way and seek termination through the BIA; provided, however, that in the case of an Event of Default under Sections H.2-8, the MHA Nation may only exercise such withdrawal right if the Event of Default is not cured within thirty (30) days following written notice; and provided further, that, with the exception of an Event of Default per Section H.1 and 2, if Targa has commenced and is diligently proceeding with a commercially reasonable steps to cure an Event of Default under Sections H.3-8 but such Event of Default cannot be cured within thirty (30) days, the time for cure shall be extended to a reasonable time not to exceed ninety (90) days from the date of notice.

I. Insurance.

1. Targa shall maintain commercial general liability insurance covering claims arising out of its operations, use and occupancy of the Right-of-Way and the facilities covered by this Global Settlement Agreement and other improvements located on the Rights-of-Way and the MHA Nation's Permitted Use of the Rights-of-Way. Such insurance will include products/completed operations, sudden and accidental pollution, and explosion, collapse, and underground coverage, and shall include appropriate coverage for operations within 50 feet of any railroad property on the Reservation. Coverage shall be maintained on an occurrence or claims basis covering the Rights-of-Way and operations, products and completed operations, contractual liability, personal injury liability, bodily injury liability and property damage liability, at a combined single limit of not less than \$2,000,000 per occurrence or claim and \$5,000,000 in the aggregate, or such other amount as shall be specified by the MHA Nation Energy Division.
2. All insurance required hereby shall be issued by underwriters with an A.M. Best rating of "A-" and eligible to do business in the State of North Dakota and on the Reservation. Targa shall be allowed to self-insure any part of all of the insurance requirements upon a showing of such insurance to the MHA Nation Energy Division. Any required insurance shall be performable on the Reservation, and shall name the MHA Nation as an additional insured, with waiver of subrogation.

J. Indemnification.

1. Targa agrees to indemnify, defend and hold harmless the MHA Nation, its Departments and Divisions, its respective Council members, directors, trustees, agents, officers, employees, members, successors and assigns and Reservation landowners and Reservation landowners ("Indemnified Parties") from and against all losses, costs, injuries, damages, liabilities, suits, claims, judgments and liens that may occur or be asserted to the extent arising out of Targa's or its officers, directors, employees, contractors or agents ("Indemnifying Parties") (a) use or possession of the Right-of-Way by Targa or any of the Indemnifying Parties, (b) the conduct by Targa or any of its indemnifying Parties of its business in relation to its facilities covered by this Global Settlement Agreement, (c) the development, construction, existence, occupancy, use, operation, management, maintenance, repair, expansion, or removal and demolition of the facilities covered by this Global Settlement Agreement, including without limitation (i) disposal, transportation, shipping or arrangement for disposal of hazardous substances at or from Targa's facilities; (ii) response actions in relation to any hazardous substance first present after the Effective Date in any environmental medium (including without limitation air, water, soil, sediments, subsurface strata or groundwater) originating from Targa's facilities; (iii) the exacerbation of pre-existing conditions relating to Targa's facilities; (iv) any violation of environmental laws in relation to Targa's facilities; (v) personal exposure to or personal injury from any polluting or hazardous substances; (vi) the disposal of spoils, including the investigation, containment and remediation of any environmental conditions arising from the spoils or their disposal relating to Targa's facilities; and (vii) any other condition, occurrence or circumstance that would not have arisen but for Targa's facilities; provided, however, that this indemnity shall not apply in the event and to the extent any of the foregoing are caused by or

attributable to the negligence or willful misconduct of any third party that is not an Indemnifying Party or is not an affiliate of or associated with Targa.

2. The indemnity obligations created hereunder shall include, without limitation, whether foreseeable or unforeseeable, any and all costs incurred in connection with any site investigation, and any and all costs for repair, cleanup, detoxification or decontamination, or other remedial action with respect to the Rights-of-Way or the facilities covered by this Global Settlement Agreement. The rights and obligations of the Parties shall survive the expiration or earlier termination of this Global Settlement Agreement or the Rights-of-way in whole or any part.

K. Loss or Damage to Property. All trade fixtures, equipment, inventory and all other personal property belonging to Targa, located on or about the Rights-of-Way, shall be at the sole risk of Targa, and the MHA Nation shall not be liable for the theft or misappropriation, nor for any damage or injury to any property caused by fire, explosion, wind, water, rain, snow, frost, ice, steam, gas, electricity, any acts of God, heat or cold, dampness, sewers or sewage odors, noise, leaks from any part of the facilities covered by this Global Settlement Agreement, or by the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or by any act or neglect of any person other than a MHA Nation Indemnified Party.

L. Assignment, Change of Control and Subletting. Targa shall not without the prior written consent of the MHA Nation Energy Division or the designated MHA agency, not to be unreasonably withheld: (a) assign, transfer, sell or encumber this Right-of-Way or any estate or interest therein, (b) sublet any portion of the Right-of-Way, (c) permit the use of the Right-of-Way by any party or, (d) grant any license, concession, or other right of occupancy of any portion of the Right-of-Way (each such event a "Transfer"). Targa shall immediately provide written notice of any proposed Transfer. Any Transfer without the prior written consent of the MHA Nation that is not otherwise permitted herein under shall be void. Any assignment and/or contractual use between producers and gathering companies are subject to prior written approval by the MHA Nation Energy Division or the designated MHA agency, not to be unreasonably withheld. Complete copies of all assignments, partial assignments, or any other similar agreement or arrangements shall be furnished to the BIA Superintendent and the MHA Nation Energy Division or the designated MHA agency.

M. Meters.

1. Targa will add electronic flow meters (EFM) at the point(s) where a Gathering System:
 - a. Enters the Reservation;
 - b. Exits the Reservation;
 - c. Terminates on the Reservation at a storage facility, disposal facility or other mode of transportation (e.g. truck, rail, etc.), whether affiliated with the Targa or not; and

- d. Transfers product to another pipeline system owned by another entity, whether affiliated with Targa or not.
2. At no cost to the MHA Nation, Targa will make available at reasonable business hours access to all data necessary to verify the accuracy of payments owed or made to the MHA Nation in accordance with Section D of this Global Settlement Agreement. The MHA Nation has the right to have a representative present at the testing of meters and will be notified sufficiently in advance prior to meter tests so the representative can attend.
3. The MHA Nation Energy Division or designated MHA agency shall have the right to install check meters at its cost. The MHA Nation check meters and the operation and maintenance of such meters may not interfere with the accuracy and operation of Targa's meter and meter equipment.
4. The MHA Nation Energy Division or designated MHA agency shall not utilize check meters to obtain proprietary or confidential information concerning wells operated by third party producers.

N. Legal and Environmental Compliance. During the term of the Right-of-Way, Targa agrees to comply with all MHA Nation Laws, regulations and rules as well as applicable federal, state, county and local laws and regulations, including environmental, health and safety laws applicable to its activities and the activities of its employees, agents, contractors, and subcontractor on the Rights of Way. The MHA Nation Energy Division agrees to publish all new applicable laws, rules, and regulations within sixty (60) days of effective date. Targa will not be declared in default of any new law, rule or regulation without this notice and Targa will be given sixty (60) days to cure.

O. Pipeline Safety Standards. In addition to applicable MHA Nation standards, Targa will to the extent applicable comply with federal laws and regulations including orders of the Pipeline and Hazardous Materials Safety Administration of the U.S. Department of Transportation, and applicable state laws and regulations. Targa also agrees to make available and submit quarterly inspection reports to the MHA Nation designated agency.

P. Confidentiality. The MHA Nation agrees to hold all information and documentation provided and submitted under this Global Settlement Agreement confidential and shall not disclose such information to any non-governmental third party entity, without notice and approval of Targa, unless disclosures is ordered by a court of competent jurisdiction.

Q. Representations and Warranties. Targa represents and warrants as follows:

1. Targa shall use its best efforts to ensure that all statements in the Application are true, correct and complete to the best of Targa's knowledge.
2. Targa is duly organized, existing and in good standing in the jurisdiction of its formation indicated above, has all necessary power and authority to enter into and perform these terms and conditions, and has executed and delivered the Application by its duly authorized signatory and representative, and the executed Application, and

these Terms and Conditions, constitute the valid, lawful and binding obligation of Targa, enforceable in accordance with their terms.

3. Targa is not in breach of the Terms and Conditions on the date of execution and delivery of the Application.
4. Targa is lawfully possessed of its assets and properties, and is adequately capitalized for and capable of performing its obligations under these Terms and Conditions.

R. MHA Jurisdiction; Sovereign Immunity.

1. 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 Global Settlement Agreement, to exercise dominion and control) over this Global Settlement Agreement, and nothing in this Global Settlement Agreement shall constitute or be construed to constitute a relinquishment of jurisdiction.
2. Consensual Relationship. The parties recognize and acknowledge the existence of a consensual relationship with respect to the interests, facilities, and activities authorized by this Global Settlement Agreement.
3. No personal liability. No requirement, stipulation, obligation or agreement of the MHA Nation contained herein shall be deemed to be a requirement, stipulation or obligation of any present or future elected or appointed official, officer, agent, or employee of MHA Nation in his individual capacity and neither the members of the MHA Tribal Council, nor any official, officer, employee or agent of the MHA Nation, shall be liable personally with respect to the obligations of the MHA Nation under this Global Settlement Agreement.

S. Dispute Resolution.

1. 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 Global Settlement 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 Global Settlement Agreement. In conjunction with any injunctive relief sought, the MHA Nation expressly submits to and consents to the jurisdiction of the Tribal Court of the MHA Nation. In any judicial proceeding before the Tribal Court, the Parties

agree to seek to have any Claim heard within sixty (60) days of the claim first being brought by either party following service of process (the "Convening Date") and to urge the Tribal Court to render a decision on the merits of the claim within sixty (60) days after the Convening Date (the "Decision Date") unless the Parties to this Global Settlement Agreement mutually agree to extend either the Convening Date and/or the Decision Date.

2. Prior to filing an action arising from this Global Settlement Agreement in Tribal Court, the Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Global Settlement Agreement, including any controversy or claim relating to its existence, validity or termination, through good faith discussions. However, if any controversy or claim cannot be resolved through such discussions within thirty (30) days of a Party's written formal notice of dispute, or if a Party fails or refuses to attend or participate in such discussions, such controversy or claim (hereinafter, a "Dispute") shall be resolved in accordance with the procedures set forth herein.
3. Judicial Proceedings. All disputes arising from this Global Settlement Agreement shall be adjudicated in the courts of the MHA Nation. Targa expressly agrees and submits to the jurisdiction of the MHA Nation Tribal Court to hear and decide all disputes arising under this Global Settlement Agreement.
4. Any amounts owed that are not paid when due shall bear interest from and including the date due until and excluding the date paid at the lesser of (i) the *Wall Street Journal* Prime Rate plus six percent (6%) per annum (the "Default Rate"), or (ii) the maximum rate permitted by applicable law. Adjustments in the Default Rate shall occur the next business day after a corresponding change in the Prime Rate and the fluctuation in the Default Rate shall occur regardless of whether notice is given. The "**Prime Rate**" shall mean a floating rate of interest equal to the prime rate for banks in the United States, as published from time to time in the *Wall Street Journal* or its successor publication. If the *Wall Street Journal* publishes more than one value of the prime rate for banks in the United States, the Prime Rate shall be the published value that most closely relates to the prime rate at large money center banks in New York City, New York. If the *Wall Street Journal* or its successor publication ceases to publish a value for the prime rate for banks in the United States, the Prime Rate shall mean a comparable published rate selected by the Parties.
5. Attorney Fees & Costs. In any Judicial Proceeding, the prevailing party shall be entitled to recover its court costs, and reasonable attorney fees.
6. Limitation on Damages. Except for recovery of indemnification amounts pursuant to Section J, in the event a third party claimant recovers damages, notwithstanding anything to the contrary herein, neither Party shall have any liability under this Global Settlement Agreement to the other Party for consequential, exemplary, incidental, indirect, punitive, special or speculative damages or lost profit, whether or not caused by or attributable to the negligence or willful misconduct of either Party or its agents, employees or contractors.

T. Applicable Law. This Global Settlement Agreement shall be governed by and construed in accordance with applicable federal laws, the laws of the MHA Nation as they may be in effect from time-to-time, or, to the extent no law of the MHA Nation applies, then under the substantive applicable laws of the State of North Dakota and federal laws, excluding any choice of law rule that may direct the application of the laws of any other jurisdiction.

U. Scope. The Terms and Conditions set forth in this Global Settlement Agreement are intended to and shall only apply to:

1. Tribal lands held in trust by the United States for the benefit of the MHA Nation and do not apply to allotted lands held in trust for individual tribal members and Indians.
2. An Application for a Right-of-Way located on tribal lands, not allotted lands, which has not been duly approved and executed by the BIA.
3. The payments made in this Global Settlement Agreement is for MHA Nation land only and is not intended by Targa to set a Fair Market Value for any allotted land on the Reservation.

V. Amendment. The Parties agree that no term, provision or condition of this Global Settlement Agreement shall be held to be altered, amended, changed or waived in any respect except by written amendment.

W. Severability. If any part or provision of this Global Settlement Agreement or the Application thereof shall be adjudged invalid, the validity of any other parts or provisions hereof shall not be affected thereby.

X. Waiver. Upon request of Targa and a demonstration of good cause in support of such request, the MHA Nation Energy Division has the authority to waive or modify any provision in this Global Settlement Agreement.

Y. Terms and Conditions Prevail. If there is any inconsistency or conflict between the Terms and Conditions and the Application, the Terms and Conditions will prevail.

Z. Miscellaneous.

1. Audit. The MHA Nation or its designated representative may, during reasonable business hours and upon reasonable prior notice, inspect and audit the relevant records of Targa pertaining to the verification and accuracy of payments to the MHA Nation under this Global Settlement Agreement, at the location at which Targa keeps such records or such other location as may be designated. As a condition to making any such records available, Targa may request the execution of an appropriate confidentiality Global Settlement Agreement and may request reasonable conditions and restrictions on review of such records. Targa agrees to preserve all of its records relevant to this Global Settlement Agreement for three (3) years after such records are first obtained or compiled.

2. No Third Party Beneficiary. Except as expressly provided in this Global Settlement Agreement, nothing herein is intended or shall be construed to impose any obligation upon any third person not a party to this Global Settlement Agreement, or to confer upon or give any such third person any rights or remedies under this Global Settlement Agreement.
3. No Joint Venture, Partnership or Agency. Nothing contained herein shall be construed as creating any joint venture, partnership, or agency, or as making any party the fiduciary of any other.

AA. Notices. Any written notices provided under this Global Settlement Agreement, shall be sent to the following:

For the MHA Nation:

Office of the Chairman
MHA Nation
Fort Berthold Reservation
404 Frontage Road
New Town, ND 58763

Director, MHA Nation Energy Division
MHA Nation
Fort Berthold Reservation
227 West Main – Box 1407
New Town, ND 58763

Director, Natural Resources Department
MHA Nation
Fort Berthold Reservation
404 Frontage Road
New Town, ND 58763

Chairman, Natural Resources Committee
MHA Nation
Fort Berthold Reservation
404 Frontage Road
New Town, ND 58763

For the Bureau of Indian Affairs:

Superintendent
Fort Berthold Agency
Bureau of Indian Affairs
202 Main Street
New Town, ND 58763

For Targa Badlands LLC:

Attn: Land & ROW
Targa Badlands LLC
1000 Louisiana Street
Suite 4300
Houston, Texas 77002

IN WITNESS WHEREOF, the Parties have executed this Global Settlement Agreement to be effective on the date executed by the MHA Nation.

For the MHA NATION

By: *Maha Fox*
Name: Maha Fox
Title: Chairman
Date: 5-28-15

For TARGA BADLANDS LLC

By: *Elizabeth B. Hawkins*
Name: ELIZABETH B. HAWKINS
Title: Asst. General Counsel
Date: 5/28/15

EXHIBIT 1

Projects requiring Re-Certifications by TAT

Project Name:	Allotment:	Legal Description:	TAT Interest	Length of Pipe per Project	Length of Pipe per TAT Allotment	Acreage	\$6,000 per acre by % interest	\$3,000 per acre for 20 years	Total Payment for Allotment based on \$3,000.00 per acre	Comments
Blue Buttes Phase 3B	T1009A	Sec 22-151N-94W, McKenzie	100%	2,086.30 feet	2,086.30 feet	1.44 acres	\$8,640.00	\$86,400.00	\$95,040.00	
Myrmidon 30th Street West	383A	Sec 9-150N-93W, Mountrail	65.92%	15,156.26 feet	2,222.22 feet	1.53 acres	\$6,051.46	\$91,800.00	\$97,851.46	
Myrmidon 30th Street West	T437A-A	Sec 4-150N-93W, Mountrail	100%	n/a	488.33 feet	0.34 acres	\$2,040.00	\$20,400.00	\$22,440.00	
Myrmidon 28th Street	1454	Sec 6-150N-92W, Mountrail	76.20%	13,844.21 feet	1,321.63 feet	0.91 acres	\$4,160.52	\$54,600.00	\$58,760.52	
Total:				31,086.77 feet or 5.89 miles	6,118.48 feet or 1.159 miles	4.22 acres	\$20,891.98	\$253,200.00	\$274,091.98	

Projects requiring ROW Consents from TAT

Project Name:	Allotment:	Legal Description:	TAT Interest	Length of Pipe per Project	Length of Pipe per TAT Allotment	Acreage	\$6,000 per acre by % interest	\$3,000 per acre for 20 years	Total Payment for Allotment based on \$3,000.00 per acre	Comments
Butterflies - Turtles	550A	Sec 32-152N-94W, McKenzie	89%	6,103.28 feet	1,779.45 feet	1.226 acres	\$6,546.84	\$73,560.00	\$80,106.84	
Butterflies - Turtles	530A	Sec 32-152N-94W, McKenzie	44%	n/a	1,937.68 feet	1.334 acres	\$3,521.76	\$80,040.00	\$83,561.76	
Huron Longs	T1011A-B	Sec 27-151N-94W, McKenzie	100%	7,637.6 feet	1,426.21 feet	0.819 acres	\$4,914.00	\$49,140.00	\$54,054.00	
Huron Longs	T1011A-C	Sec 27-151N-94W, McKenzie	100%	n/a	1,095.83 feet	0.629 acres	\$3,774.00	\$37,740.00	\$41,514.00	
Total:				13,740.88 feet or 2.6 miles	6,239.17 feet or 1.18 miles	4.008 acres	\$18,756.60	\$240,480.00	\$259,236.60	

Projects requiring Permission to Survey Consent from TAT

Project Name:	Allotment:	Legal Description:	TAT Interest	Length of Pipe per Project	Length of Pipe per TAT Allotment	Acreage	\$6,000 per acre by % interest	\$3,000 per acre for 20 years	Total Payment for Allotment based on \$3,000.00 per acre	Comments
Buffalo Run	668A	Sec 8-148N-94W, Dunn	44%	6,472.48 feet	4,450.23 feet	3.06 acres	\$8,078.40	\$183,600.00	\$191,678.40	Not surveyed yet, distances are approximate
Buffalo Run	669A	Sec 8-148N-94W, Dunn	12%	n/a	1,844.88 feet	1.27 acres	\$914.40	\$76,200.00	\$77,114.40	Not surveyed yet, distances are approximate
Total:				6,472.48 feet or 1.23 miles	6,295.11 feet or 1.19 miles	4.33 acres	\$8,992.80	\$259,800.00	\$268,792.80	

Projects other Approval from TAT

Project Name:	Allotment:	Legal Description:	TAT Interest	Length of Pipe per Project	Length of Pipe per TAT Allotment	Acreage	\$6,000 per acre by % Interest	\$3,000 per acre for 20 years	Total Payment for Allotment based on \$3,000.00 per acre	Comments
Bear Ghost 31-4H	1069A	Sec 4-147N-94W Dunn	76%	372.5 feet	372.50 feet	0.26 acres	\$1,185.60	\$15,600.00	\$16,785.60	
Total:				372.5 feet or 0.07 miles	372.5 feet or 0.07 miles	0.26 acres	\$1,185.60	\$15,600.00	\$16,785.60	

Projects requiring ROW Consent once NEPA Process is Completed

Project Name:	Allotment:	Legal Description:	TAT Interest	Length of Pipe per Project	Length of Pipe per TAT Allotment	Acreage	\$6,000 per acre by % Interest	\$3,000 per acre for 20 years	Total Payment for Allotment based on \$3,000.00 per acre	Comments
Butterflies Turtles Extension	550A	Sec 33-152N-94W, McKenzie	89%	7,574.16 feet	3,344.93 feet	2.30 acres	\$12,282.00	\$138,000.00	\$150,282.00	Not surveyed yet, distances are approximate
Butterflies Turtles Extension	T1641	Sec 4-151N-94W, McKenzie	100%	n/a	706.83 feet	0.49 acres	\$2,940.00	\$29,400.00	\$32,340.00	Not surveyed yet, distances are approximate
Southeast Phase 2	866A	Sec 5-148N-93W, Dunn	10%	36,426.29 feet	2,632.36 feet	1.81 acres	\$1,086.00	\$108,600.00	\$109,686.00	Not surveyed yet, distances are approximate
Southeast Phase 2	T1799-E	Sec 4-148N-93W, Dunn	100%	n/a	549.75 feet	0.38 acres	\$2,280.00	\$22,800.00	\$25,080.00	Not surveyed yet, distances are approximate
Southeast Phase 2	T1799F	Sec 4-148N-93W, Dunn	100%	n/a	1,397.82 feet	0.96 acres	\$5,760.00	\$57,600.00	\$63,360.00	Not surveyed yet, distances are approximate
Southeast Phase 2	T869A-B	Sec 35-149N-93W, Dunn	100%	n/a	432.91 feet	0.30 acres	\$1,800.00	\$18,000.00	\$19,800.00	Not surveyed yet, distances are approximate
Southeast Phase 2	871A	Sec 36-149N-93W, Dunn	32%	n/a	3,354.79 feet	2.31 acres	\$4,435.20	\$138,600.00	\$143,035.20	Not surveyed yet, distances are approximate
Southeast Phase 2	T2203	Sec 19-149N-92W, Dunn	100%	n/a	586.06 feet	0.40 acres	\$2,400.00	\$24,000.00	\$26,400.00	Not surveyed yet, distances are approximate
Southeast Phase 3	T695A	Sec 14-149N-94W, McKenzie	100%	59,864.62 feet	2,998.07 feet	2.06 acres	\$12,360.00	\$123,600.00	\$135,960.00	Not surveyed yet, distances are approximate
Southeast Phase 3	726A	Sec 25-149N-94W, McKenzie	17%	n/a	1,539.13 feet	1.06 acres	\$1,081.20	\$63,600.00	\$64,681.20	Not surveyed yet, distances are approximate
Blue Buttes Phase 4	T1981A	Sec 21-151N-94W, McKenzie	100%	77,167.89 feet	3,344.74 feet	2.30 acres	\$13,800.00	\$138,000.00	\$151,800.00	Not surveyed yet, distances are approximate
Moccasin Creek 14-11	1007A	Sec 11 & 14-147N-93W, Dunn	65%	819.75 feet	819.75 feet	0.56 acres	\$2,184.00	\$33,600.00	\$35,784.00	Not surveyed yet, distances are approximate
Blue Buttes Loop	1755	Sec 4-150N-93W, Mountrail	60%	n/a	1,750.79 feet	1.21 acres	\$4,356.00	\$72,600.00	\$76,956.00	Not surveyed yet, distances are approximate
Blue Buttes Loop	T978A	Sec 17-150N-94W, McKenzie	100%	19,316.34 feet	3,615.86 feet	2.49 acres	\$14,940.00	\$149,400.00	\$164,340.00	Not surveyed yet, distances are approximate
Riverview 1-32H	530A	Sec 32-152N-94W, McKenzie	44%	873.71 feet	203.11 feet	0.14 acres	\$369.60	\$8,400.00	\$8,769.60	Not surveyed yet, distances are approximate

HBG-16	T2028	Sec 16-147N-93W, Dunn	100%	1,595.48 feet	1,595.48 feet	1.1 acres	\$6,600.00	\$66,000.00	\$72,600.00	Not surveyed yet, distances are approximate
Helis Linseth Loop	T1795	Sec 24 & 25-149N-95W, McKenzie	100%	4,828.81 feet	672.07 feet	0.46 acres	\$2,760.00	\$27,600.00	\$30,360.00	Not surveyed yet, distances are approximate
Helis Linseth Loop	1610	Sec 24-149N-95W, McKenzie	25.24%	n/a	1,406.12 feet	0.97 acres	\$1,468.97	\$58,200.00	\$59,668.97	Not surveyed yet, distances are approximate
Helis Linseth Loop	819A	Sec 24-149N-95W, McKenzie	34.50%	n/a	2,808.33 feet	1.93 acres	\$3,995.10	\$115,800.00	\$119,795.10	Not surveyed yet, distances are approximate
Magnum - Avalanche	T1092A-B	Sec 36-151N-95W, McKenzie	100%	2,877.86 feet	278.40 feet	0.19 acres	\$1,140.00	\$11,400.00	\$12,540.00	Not surveyed yet, distances are approximate
Junction to Mandaree Extension	706A-B	Sec 4-149N-94W, McKenzie	32.38%	5,330.78 feet	2,616.07 feet	1.80 acres	\$3,497.04	\$108,000.00	\$111,497.04	Not surveyed yet, distances are approximate
Junction to Mandaree Extension	706A-A	Sec 4-149N-94W, McKenzie	75%	n/a	2,610.49 feet	1.80 acres	\$8,100.00	\$108,000.00	\$116,100.00	Not surveyed yet, distances are approximate
Total:				216,675.69 feet or 41.04 miles	39,263.86 feet or 7.44 miles	27.02 acres	\$109,635.11	\$1,621,200.00	\$1,730,835.11	

Summary

				Length of Pipe per Project	Length of Pipe per TAT Allotment	Acreage	\$6,000 per acre by % interest	\$3,000 per acre for 20 years	Total Payment for Allotment based on \$3,000.00 per acre	
Projects requiring Re-Certifications by TAT				31,086.77 feet or 5.89 miles	6,118.48 feet or 1.159 miles	4.22 acres	\$20,891.98	\$253,200.00	\$274,091.98	
Projects requiring ROW Consents from TAT				13,740.88 feet or 2.6 miles	6,239.17 feet or 1.18 miles	4.008 acres	\$18,756.60	\$240,480.00	\$259,236.60	
Projects requiring Permission to Survey Consent from TAT				6,472.48 feet or 1.23 miles	6,295.11 feet or 1.19 miles	4.33 acres	\$8,992.80	\$259,800.00	\$268,792.80	
Projects other Approval from TAT				372.5 feet or 0.07 miles	372.5 feet or 0.07 miles	0.26 acres	\$1,185.60	\$15,600.00	\$16,785.60	
Projects requiring ROW Consent once NEPA Process is Completed				216,675.69 feet or 41.04 miles	39,263.86 feet or 7.44 miles	27.02 acres	\$109,635.11	\$1,621,200.00	\$1,730,835.11	
Total:				268,348.32 feet or 50.82 miles	58,289.12 feet or 11.04 miles	39.838 acres	\$159,462.09	\$2,390,280.00	\$2,549,742.09	

**GLOBAL SETTLEMENT
MHA NATION
APPLICATION FOR RIGHT OF WAY AND USE OF RIGHTS-
OF-WAY**

FOR DEPARTMENTAL USE
ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

A. Name, Address (include zip code), Telephone, Fax, Email Address, Website Address
TARGA BADLANDS LLC
1000 LOUISIANA, SUITE 4300
HOUSTON, TX 77002

B. Name, Title, Address (include zip code), Telephone, Fax, Email Address, Website Address of Authorized Agent, if different from Item A
NORMAN L. WINTER
ASSISTANT VICE PRESIDENT – LAND & ROW
NWINTER@TARGARESOURCES.COM

Telephone (area code)

Applicant

Authorized Agent

C. Identify type of Applicant: *(check one)*

- a. Individual
- b. Corporation
- c. Limited Liability Company
- d. Partnership/Association
- e. Other, please specify _____

D. Identify Purpose of Application: *(check one)*

- a. New authorization
- b. Renewal of existing authorization (attach copy of authorization)
- c. Amend exiting authorization (attach copy of authorization)
- d. Assign existing authorization (attach copy of authorization)
- e. Existing Use for which no authorization has been received
- f. Other, please specify in detail _____

E. If an individual, or partnership, are you a citizen(s) of the United States?

Yes

No

F. Identify the facilities proposed to be installed or constructed on the right-of-way.

- a. Oil or product pipeline(s)
- b. Natural gas pipeline(s)
- c. Water pipeline(s)
- d. Fiber optic cable(s)
- e. Other (explain as part of response to item G)

G. Discuss whether you propose that any of the facilities identified in Item F will be used to serve the requirements of those other than the Applicant.

VARIOUS PRODUCERS AND END-USERS WILL BENEFIT

H. State whether you are proposing that any of facilities identified in Item F (other than pipeline safety markers/signs) be installed above ground. If so, please explain.

NO, ALL PROPOSED FACILITIES SHALL BE BURIED UNDERGROUND

I. Attach a project description which includes: (a) concise description; (b) location of project (include a metes and bounds description of the proposed project or a description of the project tied to GPS reference points); (c) related structures and facilities (including any above-ground storage facilities); (d) physical specifications (e.g. pipe diameter and length, meters, lact units, compressor and pumping stations, pig launchers and receivers, storage facilities, pressures; fiber size and type, fiber count; electric line voltage, etc.); (e) terms of years proposed; (f) for pipelines, the estimated volume or amount of each product (including water) to be transported over the proposed term and proposed maximum operational and daily design capacity of the pipeline facilities; (g) duration of construction; and (h) temporary work areas needed for construction. **PURSUANT TO TARGA'S GLOBAL SETTLEMENT, ALL PLATS AND LEGAL DESCRIPTIONS WILL BE INCLUDED WITH EACH INDIVIDUAL APPLICATION**

J. Attach map covering ROW area and showing location of proposed project. Specifically, please submit an 8.5 inch by 11 inch 1:16,000 GIS map on a 4

3. Significant or sensitive cultural areas or sites

N. State whether hazardous material, as defined in this paragraph, will at any time during the proposed term be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as a hazardous substance under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substance under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

THIS APPLICATION RELATES TO TARGA'S GLOBAL SETTLEMENT FOR NATURAL GAS AND/OR CRUDE OIL AND/OR WATER PIPELINES. NO OTHER HAZARDOUS MATERIEALS WILL BE TRANSPORTED THROUGH THE PIPELINES

O. List authorizations and permits required prior to operation from the MHA Nation and federal and state authorities and the status of each.

THIS APPLICATION RELATES TO TARGA'S GLOBAL SETTLEMENT FOR NATURAL GAS AND/OR CRUDE OIL AND/OR WATER PIPELINES. EACH INDIVIDUAL APPLICATION WILL PROVIDE THE LIST OF NECESSARY AUTHORIZATIONS AND PERMITS REQUIRED. INCLUSIVE IN THAT LIST WILL BE BIA APPROVALS FOR ISSUANCE OF GRANTS OF EASEMENTS, STORMWATER POLLITION PREVENTION PLANS, HYDROSTATIC DISCHARGE PERMITS, HGHWAY CROSSINGS, ETC.

P. Describe any previous or current right-of-way or temporary use permit applications of Applicant or its affiliates on the Reservation.

TARGA HAS CONSTRUCTED, AND CURRENTLY OPERATES AND MAINTAINS 279 MILES OF A PIPELINE GATHERING SYSTEM IN THE FORT BERTHOLD INDIAN RESERVATION. TARGA PROVIDES ELECTRICAL UPDATES, VIA SHAPEFILES, ON A MONTHLY BASIS TO THE MHA NATION

Q. Describe any existing operations by Applicant or its affiliates on the Reservation.

TARGA OPERATES AN OIL AND GAS GATHERING SYSTEM

R. Provide information on the creditworthiness of the Applicant. For example, Applicant should state whether or not its debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC or at least Baa3 by Moody's Investors Service, Inc. In the absence of such ratings on debt, the Applicant is required to provide sufficient financial information to allow the MHA Nation to conduct a due diligence review of the Applicant to the satisfaction of the MHA Nation.

SEE TARGA RESOURCES PARTNERS LP FORM 10K IN THE SUPPLEMENTAL INFORMATION CHECKLIST NO. 2E

S. Provide a copy of your company's manual(s) or other documents that will be used for the operations and maintenance of the right-of-way and the facilities proposed to be installed or constructed on the right-of-way.

PURSUANT TO TARGA'S GLOBAL SETTLEMENT, ALL OPERATIONS MANUALS WILL BE INCLUDED WITH EACH INDIVIDUAL APPLICATION

SUPPLEMENTAL INFORMATION CHECKLIST

ATTACHED

FILED*

1. If Applicant is an Individual, provide the following information:

- a. Driver's License ATTACHED FILED*
- b. Social Security Number ATTACHED FILED*
- c. Proof of citizenship, if applicable ATTACHED FILED*
- d. Proof of financial capability to undertake the project ATTACHED FILED*

2. If Applicant is a Private Corporation or Limited Liability Company ("LLC"), provide the following information:

- a. Articles of Incorporation (or certificate of formation, as applicable) ATTACHED FILED*
- b. Corporation Bylaws (or LLC Operating Agreement, as applicable) ATTACHED FILED*
- c. Certification showing the Corporation or LLC is in good standing and is entitled to operate within the State of North Dakota ATTACHED FILED*
- d. Copy of Resolution authorizing filing and execution of this Application by officer, manager or other authorized individual ATTACHED FILED*
- e. Annual Financial Statements and Balance Sheet ATTACHED FILED*
- f. The name and address of each shareholder or LLC member owning three percent (3%) or more of the shares or LLC member interests, as applicable, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote ATTACHED FILED*
- g. The name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate. For purposes hereof, an "affiliate" is any entity or person controlling, controlled by or under common control with, another person or entity ATTACHED FILED*

1. If Applicant is a Public Corporation or other Public Entity, provide the following information:

- a. Citation to or copy of law forming the Corporation or Entity ATTACHED FILED*
- b. Proof of Organization ATTACHED FILED*
- c. Copy of Bylaws or other applicable corporate governance documents ATTACHED FILED*
- d. Copy of Resolution authorizing filing and execution of this Application by officer, manager or other authorized individual ATTACHED FILED*
- e. Annual Financial Statements and Balance Sheet ATTACHED FILED*

2. If Applicant is a Partnership, Trust or Other Unincorporated Entity:

- a. Articles of Association, Trust Agreement or other formation document, if any ATTACHED FILED*
- b. If one partner or authorized individual is authorized to file and execute this Application, resolution authorizing such action and that person's name ATTACHED FILED*
- c. Name and address of each participant, partner, association, trustee or other principal person or entity or authorized individual ATTACHED FILED*

3. If Applicant is a Public Corporation or other Public Entity, provide the following information:

- a. Citation to or copy of law forming the Corporation or Entity ATTACHED FILED*
- b. Proof of Organization ATTACHED FILED*
- c. Copy of Bylaws or other applicable corporate governance documents ATTACHED FILED*
- d. Copy of Resolution authorizing filing and execution of this Application by officer, manager or other authorized individual ATTACHED FILED*
- e. Annual Financial Statements and Balance Sheet ATTACHED FILED*

4. If Applicant is a Partnership, Trust or Other Unincorporated Entity

- a. Articles of Association, Trust Agreement or other formation document, if any ATTACHED FILED*
- b. If one partner or authorized individual is authorized to file and execute this Application, resolution authorizing such action and that person's name ATTACHED FILED*
- c. Name and address of each participant, partner, association, trustee or other principal person or entity or authorized individual ATTACHED FILED*
- d. Annual Financial Statements and Balance Sheet, or equivalent financial documents ATTACHED FILED*

I HEREBY CERTIFY, that the Applicant is authorized to do business in the State of North Dakota and on the Fort Berthold Indian Reservation, i.e., duly registered through the MHA Nation TERO Office www.mhatero.com, that I am authorized to submit and sign this Application on behalf of the Applicant. I am of legal age and I have personally examined the information submitted in and with this Application and believe that such information is true and correct to the best of my knowledge.

Signature of Applicant

Date



WHEREAS, the Natural Resources Committee recommend approval of the terms of the Global Settlement Agreement with Targa; and

WHEREAS, The Tribal Business Council finds it appropriate to authorize and consent to the Global Settlement Agreement attached hereto.

NOW THEREFORE BE IT RESOLVED, the Tribal Business Council hereby grants agrees to and approves the attached Global Settlement Agreement with Targa Badlands LLC.

BE IT FINALLY RESOLVED, that the Chairman is hereby authorized to execute the attached Global Settlement Agreement with Targa Badlands, LLC, and to take such further actions as are necessary to carry out the terms and intent of this Resolution.


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 28th day of **May**, 2015, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

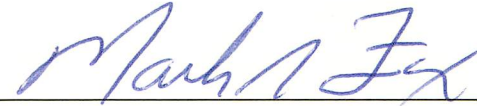
Chairman Voting. Not Voting.

Dated this 28th day of May, 2015.

ATTEST:



Tribal Secretary, Lewis Ken Hall
Tribal Business Council



Tribal Chairman, Mark N. Fox
Tribal Business Council