



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

A Resolution entitled, “Approval of Whiting Petroleum Corporation’s Request for Inclusion of an 80 acre portion of IMDA Contract #7420A48596 (Segregated and Redesignated as Lease Contract No. 7420A42585) in the Twin Buttes Indian Exploratory Unit.”

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, On July 8, 2013, Kodiak Oil and Gas (USA) Inc. (“Kodiak”) acquired from QEP Energy Company (“QEP”) an 80 acre portion of IMDA Contract No. 7420A48596 (located in the W/2 NW/4 of Section 16, Township 147 North, Range 92 West, consisting of 100% Tribal interest), and the assignment, as between the parties, was made effective October 1, 2012 (*see* attached copy of the County Assignment, recorded in Dunn County at instrument number 3068472); and

WHEREAS, On December 10, 2014, Kodiak amended its corporate articles changing its name to Whiting Resources Corporation (“Whiting”); and

WHEREAS, On January 8, 2014, the Bureau of Indian Affairs (“BIA”), Great Plains Regional Director Tim LaPointe executed the BIA assignment form approving the assignment of the 80 acre tract from QEP to Kodiak and segregating this tract from Lease Contract No. 7420A48596 and designating it as a new Lease Contract No. 7420A42585; and



- WHEREAS,** On June 13, 2016, at a duly held meeting of the Natural Resources Committee (“NRC”), Justin Shannonhouse, Landman for Whiting, made a presentation to the NRC entitled “Request for an 80-acre Expansion of the Twin Buttes Indian Exploratory Unit” which currently consists of 17,426.395 acres in Sections 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, and 24 in Township 147 North, Range 92 West, and Section 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, and 29 in Township 147 North, Range 91, West; and
- WHEREAS,** As noted above, the 80 acre tract Whiting seeks to add to the Twin Buttes Unit is redesignated Lease Contract No. 7420A42585, located in the West half of the North West quarter of Section 16, Township 147 North, Range 92 West; and
- WHEREAS,** In its presentation to the NRC, Whiting explained that MHA Energy Division recommended approval of Whiting’s request; and
- WHEREAS,** Neither Whiting, the BIA Fort Berthold Agency office, the BIA Great Plains office or the Tribal Business Council has a copy of a Tribal Council Resolution consenting to the assignment of the 80 acre tract from QEP to Kodiak/Whiting; and
- WHEREAS,** Whiting, as successor to Kodiak, now requests the MHA Nation to approve the assignment from QEP of the 80 acre portion of IMDA Contract # 7420A48596, located in the W/2 NW/4 of Section 16, Township 147 North, Range 92 West, consisting of 100% Tribal interest, and consent to inclusion of said 80 acre tract (now redesignated as Lease Contract No. 7420A42585) into Whiting’s Twin Buttes Indian Exploratory Unit; and
- WHEREAS,** On August 4 and October 4, 2016, at a duly held meeting of the Natural Resources Committee (“NRC”), the MHA Energy Division recommended approval of Whiting’s request;
- WHEREAS,** The NRC approved QEP’s request that the MHA Nation approve the assignment of the 80 acre tract, more particularly described herein, and include the tract in Whiting’s Twin Buttes Indian Exploratory Unit, and the NRC forwarded the matter to the Tribal Business Council for final action; and
- WHEREAS,** After further negotiation, the Tribal Business Council has determined to approve Whiting’s request, in order to prevent the potential that the 80 acre tract will be stranded, and in consideration of Whiting’s agreement to execute the Road Damage Repair & Restitution Agreement (“Roads Agreement”), a copy of which is attached hereto as Appendix 1.



NOW THEREFORE BE IT RESOLVED, The Tribal Business Council hereby approves (1) the assignment from QEP to Whiting of the 80 acre portion of IMDA Contract # 7420A48596, located in the W/2 NW/4 of Section 16, Township 147 North, Range 92 West, now known as Lease No. 7420A42585, consisting of 100% Tribal interest, and (2) inclusion of Lease No. 7420A42585 into Whiting's Twin Buttes Indian Exploratory Unit.

BE IT FURTHER RESOLVED, The Tribal Business Council authorizes and approves the Roads Agreement.

BE IT FINALLY RESOLVED, That the Chairman is hereby authorized to execute the Roads Agreement, and to take such further actions as are necessary to carry out the terms and intent of this Resolution.

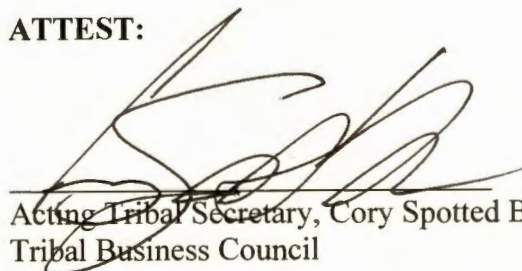
CERTIFICATION

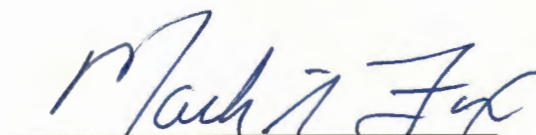
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Special Meeting thereof duly called, noticed, convened and held on the 12th day of January, 2017, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 2 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] Voting. [] Not Voting.

Dated this 12th day of January, 2017.

ATTEST:


Acting Tribal Secretary, Cory Spotted Bear
Tribal Business Council


Tribal Chairman, Mark N. Fox
Tribal Business Council

APPENDIX 1 TO Resolution 17-012-CSB

**MHA NATION ROADS DEPARTMENT
ROAD DAMAGE REPAIR & RESTITUTION AGREEMENT**

This Damage Repair & Restitution Agreement (Agreement) is entered into between the Mandan Hidatsa and Arikara Nation Roads Department (MHA Roads Dept.) an agency of the Mandan Hidatsa and Arikara Nation (MHA Nation or Tribe) and Whiting Petroleum Company (Whiting), which is a legal entity authorized to do business in the State of North Dakota and on the Fort Berthold Indian Reservation, hereafter "parties" to this Agreement.

WHEREAS, the Bureau of Indian Affairs (BIA) and the MHA Nation owns and maintains the BIA/MHA Nation road system on the Fort Berthold Indian Reservation in North Dakota, which is the primary transportation infrastructure for the Fort Berthold Reservation, members of the Tribe, and the oil and gas industry doing business on the Reservation; and

WHEREAS, companies involved in energy development on the Fort Berthold Reservation are using the BIA/MHA Nation road system for conveying equipment and products associated with oil and gas development; and

WHEREAS, damage caused to BIA/MHA Nation roads due to oil and gas industry traffic is ongoing and continuous, and the companies doing business on the Fort Berthold Reservation need to make repairs as damage occurs and maintain the roads they use in order to keep these roads safe and useable; and

WHEREAS, the BIA has not yet determined the additional cost of returning the BIA roads to their condition before the recent proliferation of oil and gas activity on the reservation, and has not yet determined how the BIA roads on the Fort Berthold Reservation may need to be reconstructed to accommodate ongoing oil and gas operations in the future; and

WHEREAS, the purpose of this Agreement is to memorialize Whiting's agreement to replace or make repairs in kind to remedy the damage caused by ongoing oil and gas operations. The Agreement represents the parties' agreement relative to repairs needed to date, and does not prevent or preclude the parties from future damage assessments, repair and restitution agreements, or other legal remedies; and

WHEREAS, in lieu of the MHA Nation Roads Dept. entering into individual repair and restitution agreements with each oil and gas operator doing business on the reservation, this one agreement will be used with all oil and gas industry operators with each operator having defined BIA route repair responsibilities; and

WHEREAS, the MHA Roads Dept. has determined that it is in the best interest of public safety and is advantageous to the timing and repair of damages to BIA/MHA Nation roads to accept in-kind repair of damage in lieu of a formal damage assessment and collection action.

Said in-kind damage repair is permitted under 14 Comp. Dec. 310 (1907), 67 Comp. Gen. 510 (1988), and subsequent decisions.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Attached hereto and made a part hereof is Attachment A (Fort Berthold Roads Information), which delineates the BIA roads covered by this agreement, and which are being used by oil and gas companies, and percentages based on usage by each company. These percentages will be used to prorate the cost of, or apportion the in kind contribution to, repair damages to and maintain each BIA/MHA Nation road. Attachment A also shows the amount of dollars and/or other resources contributed by the MHA Roads Dept. Attachment A will be updated on a quarterly basis by the MHA Nation Roads Dept. Whiting has the right to obtain contribution from other oil and gas companies using the roads that are the subject of this agreement.

2. Whiting shall be responsible for the in kind repair and maintenance of the roads used in accordance with the percentages stated in Section 1 of this Agreement. Whiting is hereby designated as the Lead Company responsible for coordinating the in kind repair and maintenance of each road listed in Attachment B, and for ensuring that the other companies contribute their share in accordance with the formula listed in Attachment A. The in-kind damage repair to be done under this Agreement does not preclude the BIA's assessment and collection of future damages caused by the oil and gas development on the Fort Berthold Reservation, and any reconstruction of BIA roads may be addressed later through an amendment to this Agreement or through a separate process. However should Whiting terminate its legal existence, no longer conduct oil and gas development and production activities on the FBIR, or no longer be capable of serving as Lead Company, Whiting shall be deemed to have resigned without any action by the Parties except the selection of a successor Lead Company. Lead Company(s) may be removed for good cause by the MHA Nation or by the affirmative vote of two or more Companies owning a majority of the Company Cost Sharing Percentage for a Covered Road. For purposes hereof, "good cause" will mean not only gross negligence or willful misconduct but also a material failure or inability to perform its obligations under this agreement.

3. Whiting will obtain approval from the MHA Road Department prior to commencing any major Road Repairs for a Covered Road, and will be subject to final inspection and approval of the MHA Roads Department at a date and time mutually agreeable to the parties once such activities have been completed.

4. Whiting agrees to specifically contribute to two paving projects in connection with BIA Route 22. The first being the paving of BIA 22 eight tenths (.8) of a mile west from the junction of BIA Route 22 and North Dakota State Highway 8. The second project being the paving of the bypass off of North Dakota State Highway 8 that intersects with BIA Route 22 immediately west of the Twin Buttes Convenience Store. Both paving projects are necessary to mitigate dust and other effects of the truck traffic in and around the Convenience Store, Community Center and nearby residential developments. The total estimated cost for this project is approximately 2.1 million

dollars. Whiting agrees to contribute 50% of the cost of completing the two paving projects. Whiting will direct contractors to invoice MHA Nation DOT directly for their 50% share of the cost of paving and to invoice Whiting for the 50% balance. Whiting shall pay contractor invoices within Forty-Five (45) days of receipt and will invoice each party for its Company Cost Share Percentage of such expenses as such expenses are incurred. Each invoice will include a description of the activities undertaken and the associated expenses in sufficient detail to enable a Party to reasonably evaluate the validity of the charges.

5. The Director of the MHA Roads Dept. will be the point of contact for the paving projects and all in-kind damage repair and maintenance, and the BIA, Great Plains Regional Office Division of Transportation will be available for technical assistance to the MHA Roads Dept.

6. Whiting is responsible for completion of any engineering services needed, including survey, design, project plans and written specifications in accordance with tribal design construction standards. Whiting shall include appropriate provisions for dust abatement in the plans and specifications, which shall include the use of magnesium chloride (MC), or any other acceptable dust suppressant (other than water) in and around residential areas, and the use of water to abate dust in sections of roads where MC or other dust suppressants are not required. The MHA Roads Dept. shall be responsible for review and approval of said engineering services and specifications before in-kind damage repair begins.

7. When needed Whiting is responsible for the construction, construction engineering, and testing for the in-kind damage restitution performed under this Agreement, and all requirements of any construction or construction contract will meet or exceed Federal Highway Administration regulations and applicable road construction requirements. The MHA Roads Dept. will provide appropriate signage and/or flaggers for any road repairs undertaken pursuant to this Agreement. The MHA Roads Dept. reserves the right to conduct on-site inspection of any in-kind damage repairs being performed on BIA/MHA Nation roads.

8. All operators must ensure compliance with all federal, tribal and local environmental and archaeological requirements and clearances when needed, subject to final review and approval by the MHA Roads Dept.

9. Each company will notify the MHA Roads Dept. of any defects or problems observed.

10. All in-kind damage repairs performed under this Agreement are subject to the final inspection and approval of the MHA Roads Dept. at a date and time mutually agreeable to the parties.

11 MHA Nations DOT will be responsible for the payment of 50% of the cost of Maintenance and Road Repairs and shall pay contractor directly within a timeframe mutually agreed upon between contractor and MHA Nations DOT at the time contractor is awarded project.

12. To the extent allowed by law, each party will be responsible only for its own acts or omissions and the results thereof (whether based in negligence, recklessness or willfulness), and

neither party shall be responsible for the negligent, reckless or willful acts or omissions of the other party or its contractors and the results thereof. Each party will assume all risks and liability to itself, its agents and employees, for any injury to persons or property resulting from actions or operations of itself, its agents or employees and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own employees or agents to this agreement. Tort liability of the federal government is governed under the Federal Tort Claims Act.

13. The parties stipulate that this Agreement does not constitute any admission of any fact, claim or defense relative to damage to BIA/MHA Nation roads and that this Agreement has no precedential value and shall not be used as evidence of such in any litigation.

14. The parties may mutually agree to amend this Agreement in writing. The parties may execute the original and any amendments in counterparts, and if so executed, all of the counterparts will be deemed a single agreement having the same force and affect as if all of the parties had joined in the execution of the original.

15. The parties may terminate this Agreement upon thirty (30) calendar days written notice delivered to the parties' representatives at the addresses listed below. Termination will not alter any claim the parties may have relative to damages to BIA roads on the Fort Berthold Reservation.

16. Nothing in this Agreement is intended to or shall be construed as relieving any individual, business or party of obligations to comply with any applicable Federal, Tribal or local laws, statutes or regulations. Neither is anything in this Agreement intended to or shall be construed to limit or preclude the United States or any of its agencies from exercising its authority under any laws, statute or regulation.

17. The terms of this Agreement constitute the entire agreement of the parties, and no statement, agreement, or understanding, oral or written, that is not contained herein shall be recognized or enforced. Except as stated herein, this Agreement supersedes all prior agreements, negotiations, and discussions between the parties with respect to the subject matters discussed herein.

18. Each of the parties' undersigned representatives certifies that they are fully authorized to enter into and execute the terms and conditions of this Agreement, and to hereby agree to the terms of this Agreement. This agreement is binding upon the signatories hereto not as individuals but solely in their capacities as officials of their respective organizations.

19. This Agreement is effective upon execution by the parties, and shall remain in force and effect for a period of five (5) years unless terminated or otherwise modified, in writing, by the parties.

20. The Recitals are incorporated and made a part of this Agreement.

Company: WPX

Use Percentage 0.4%

Company:

Use Percentage ___%

MHA Nation Roads Dept:

\$_____, plus _____

APPENDIX B
ROADS FOR WHICH WHITING IS THE LEAD COMPANY

Roads: BIA Road numbers 22 and 223