

**RIGHT-OF-WAY CONSENT
AND
SETTLEMENT AGREEMENT**

This Agreement is made and entered into this ____ day of _____, 2016, by and between the Crow Tribe of Indians (hereinafter called "Crow Tribe"), and WBI Energy Transmission, Inc. a Delaware corporation with principal offices located in Bismarck, North Dakota ("WBI Energy Transmission"). The Crow Tribe and WBI Energy Transmission are sometimes referred to herein as "Party" or collectively as "Parties."

WHEREAS: The Crow Tribe is a federally recognized Indian tribe possessing sovereign powers over the Crow Indian Reservation, including its members and its land; and

WHEREAS: WBI Energy Transmission has a natural gas transmission pipeline right-of-way traversing the Crow Indian Reservation ("Reservation"), described as follows:

1. "Worland to Cabin Creek 12" Natural Gas Pipeline, located on a right of way 50 feet in width, extending from the Southern Boundary of the Reservation in Section 21, Township 7 South, Range 25 East, to the Northern Boundary in Section 10, Township 1 South, Range 35 East. See Right of Way Application submitted to the Bureau Of Indian Affairs, Crow Indian Agency, on March 30, 2009 with attached Exhibits (March 30, 2009 Application).
(hereafter collectively referred to as the "Existing Right-of-Way").

WHEREAS: The Existing Right-of-Way was granted pursuant to the Act of February 5, 1948 (25 U.S.C. §§ 323-328), for an initial term of 20 years and renewed on March 29th, 1990, for a 20 year term, terminating on March 29th, 2010.

WHEREAS: The renewal term of the Existing Right-of-Way expired on March 29th, 2010.

WHEREAS: WBI Energy Transmission desires to renew its Existing Right-of-Way across the Reservation.

WHEREAS: Renewal of the Existing Right-of-Way will involve no present change in width, length, size, type, location, or status of said right-of-way.

WHEREAS: WBI Energy Transmission desires to obtain a non-exclusive, 20-foot wide easement over certain designated existing roads and farm trails ("Designated Access Roads") for the purpose of accessing its natural gas transmission pipeline corridor. A true and correct survey of all Designated Access Roads and the corresponding right-of-way is described and depicted on the survey plats attached to the application submitted to the Bureau of Indian Affairs, Crow Indian Agency, on March 22, 2010 with attached exhibits (March 22, 2010 Application).

WHEREAS: A list and descriptions of the Tribal Land, allotments and fee lands crossed by the Existing Right-of-Way and Designated Access Roads, to the extent known, are set forth in the survey plats attached to the March 30, 2009, Application and the March 22, 2010, Application and incorporated into this Agreement by reference.

WHEREAS: The Crow Tribe, in the exercise of its sovereign powers and in conformity with applicable law, finds that the terms and conditions of this Agreement are acceptable to and in the best interests of the Tribe, in both its sovereign capacity and its capacity as a landowner.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth herein, the Crow Tribe hereby consents to the renewal of the Existing Right-of-Way and the granting of a nonexclusive right-of-way over the Designated Access Roads by the Secretary of the Interior, in accordance with the following terms and conditions, subject to applicable Federal law, and agrees to the following:

ARTICLE 1: DEFINITIONS & INCORPORATION

The foregoing recitals are contractual and are expressly included herein as part of this Agreement. As used herein, the following definitions shall apply:

1.01 "Agreement" means this Right-of-Way Consent and Settlement Agreement, together with any exhibits or attachments hereto.

1.02 "Allotted Land" means any land held in trust by the United States for the benefit of an individual Indian or individual Indians, or owned by the individual Indian(s) themselves subject to Federal restrictions against alienation or encumbrance.

1.03 "BIA" means the United States Bureau of Indian Affairs.

1.04 "Effective Date" means with regard to the Renewed Right-of-Way and the Designated Access Roads easement, respectively, the date upon which all of the following requirements have been met: (a) the Agreement has been approved pursuant to a Resolution of the Crow Tribal Legislature approved by the Chairman of the Executive Branch (the "Chairman") as provided in the Crow Tribal Constitution; (b) the Agreement has been signed by both parties; (c) approvals have been provided by the Parties' legal counsel as set forth in Articles 16.16 and 16.17, and (d) the Secretary has approved this Agreement to the extent (if any) required by Federal law for the grant of an easement or right-of-way for the Renewed Right-of-Way and/or the Designated Access Roads easement, as applicable for the term provided in Article 4 of this Agreement, and has granted said easement(s) and right(s)-of-way.

1.05 "Emergency" shall include: (a) Any disruption, or imminent disruption, in the flow of natural gas, either momentary or permanent, that requires WBI Energy Transmission to inspect and/or repair the cause of the disruption; (b) Any circumstance or condition that presents an imminent risk to the continued conservation and protection of Trust resources; or (c) Any circumstance or condition that if not inspected, resolved, repaired or corrected will cause WBI Energy Transmission to be in violation of the U.S. Department of Transportation Regulations, and/or any other applicable federal or Tribal law or regulation designed or intended for the protection of public health and safety or which could result in a disruption in the flow of natural gas either momentarily or permanently.

1.06 "Fee Land" means any land other than Allotted Land or Tribal Land.

1.07 "Renewed Right-of-Way" refers to the Existing Rights-of-Way from and after the date that renewal of each right-of-way takes effect pursuant to this Agreement.

1.08 "Reservation" means those lands lying within the exterior boundaries of the Crow Indian Reservation.

1.09 "Rod" means a lineal distance of 16.5 feet measured along the centerline of the Existing Rights-of-Way or Designated Access Roads.

1.10 "Secretary" means the Secretary of the Interior of the United States or his or her duly authorized representative.

1.11 "**Transmission Facilities**" means all of WBI Energy Transmission's natural gas transmission pipeline, associated structures, fixtures, above or below ground facilities, improvements and equipment located within the exterior boundaries of the Existing Right-of-Way.

1.12 "**Tribal Land**" means all land and interests in land owned by the United States of America in trust for the benefit of the Crow Tribe, or owned by the Tribe itself subject to Federal restrictions against alienation or encumbrance. Tribal Land specifically includes undivided interests in allotted lands owned by the United States in trust for the benefit of the Crow Tribe, or owned by the Tribe itself subject to Federal restrictions against alienation or encumbrance. The Parties recognize that the obligations of the Secretary do not extend to fee lands of the Crow Tribe.

1.13 "**Trust Lands**" shall collectively refer to Allotted and Tribal Lands.

ARTICLE 2: RECOGNITION OF CROW TRIBE'S SOVEREIGN AUTHORITY.

WBI Energy Transmission hereby recognizes the sovereignty of the Crow Tribe, and, in accordance with the terms and provisions of this Agreement, consents to the jurisdiction of the Crow Tribe over its facilities and operations on Trust Lands and Tribally-owned Fee Lands within the Reservation. In consideration of such consent, the Crow Tribe agrees to limit the effect of future Tribal laws and regulations on WBI Energy Transmission and its facilities and operations as provided in this Agreement. In entering in this Agreement, the Crow Tribe acknowledges that it is acting in both its sovereign capacity and in its capacity as a landowner.

ARTICLE 3: SETTLEMENT OF PAST CLAIMS FOR TRESPASS

The Tribe does hereby fully and forever release and discharge WBI Energy Transmission, its predecessors, successors, assigns and agents, from any and all claims, causes of actions and demands for compensation, damages, injuries and losses accruing after March 29th, 2010 and before the Effective Date relating to or arising out of the placement, ownership and operation of the natural gas transmission pipeline and related facilities, and from any and all claims arising from or related to any and all past use of Tribal Land and fee land owned by the Tribe by WBI Energy Transmission and its predecessors for purposes of accessing the natural gas transmission line corridor, whether asserted or unasserted, known or unknown, foreseen or unforeseen (altogether referred to

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as the "Released Claims"); provided that the Released Claims shall not include any claims related to cultural resource damage or mitigation as further provided in Article 10. In exchange for this release, WBI Energy Transmission agrees to make the following payments:

3.01 WBI Energy Transmission shall pay the Tribe, as determined by the Bureau of Indian Affairs for previous use, from March 10, 2010 to the new Effective Date, of Designated Access Roads on Tribal Land or fee land owned by the Tribe, provided that such payment amount shall not be less than the amount stated in Article 5.01(i).

3.02 WBI Energy Transmission shall pay the Tribe as determined by the Bureau of Indian affairs for the previous use, from March 10, 2010 to the new Effective Date, of the Existing Right-of-Way on Tribal Land or fee land owned by the Tribe, provided that such payment amount shall not be less than the amount stated in Article 5.02(i).

3.03 The parties agree, as to each tract of Tribal Land or fee land owned by the Tribe in which undivided interests are owned by individuals, payment to the Tribe shall be proportionate to its undivided interests in that tract.

3.04 The Tribe shall never assert a lawsuit or claim against WBI Energy Transmission, its predecessors, successors, assigns or agents with regard to the Released Claims.

3.05 As a condition of the Crow Tribe's release of the Released Claims, WBI Energy Transmission shall offer at least the same rates of compensation as provided in this Article 3 to all beneficial owners of Allotted Land crossed by the renewed Right-of-Way and the Designated Access Roads ("Allotment Owners") in proportion to their interests as they may appear. Nothing in this Agreement will be deemed to bind nor affect whether or not the owners of Allotted Land accept WBI Energy Transmission's offer.

3.06 For the same consideration set forth in this Article 3, the Tribe shall diligently cooperate with WBI Energy Transmission in obtaining approval of the settlements provided in this Article 3 by the BIA or other agency of the United States, as appropriate.

ARTICLE 4: GRANT & CONSENT TO GRANT.

4.01 The Crow Tribe hereby consents to the renewal of WBI Energy Transmission's Pipeline Existing Right-of-Way by the Secretary for a term of **twenty (20)** years, commencing on the Effective Date. It is the parties' intention that each of the Rights-of-Way shall be approved in the manner as required by the Secretary and upon approval shall be considered a single right-of way (the Renewed Right-of-Way). The right-of-way renewal will be granted by the Secretary pursuant to the authority of 25 U.S.C. §§ 323-328 and 25 C.F.R. Part 169, and in accordance with the terms and conditions of this Agreement.

4.02 The Renewed Right-of-Way may be used by WBI Energy Transmission during the term of this Agreement for the purpose of locating, accessing, surveying, inspecting, repairing, replacing, maintaining, operating, upgrading, using and removing the natural gas Transmission Facilities, and for constructing or installing such structures, above or below ground fixtures or improvements as may be necessary or beneficial for the safe and efficient operation of the Transmission Facilities, subject to the restrictions in Section 4.09 of this Agreement.

4.03 The Crow Tribe hereby further consents to the grant by the Secretary to WBI Energy Transmission of a non-exclusive easement 20 feet wide running the length of each Designated Access Road, as described and depicted on the survey plats attached to the March 22, 2010 Application, insofar as the same cross Tribal Land, for a term of approximately **twenty (20)** years commencing on the Effective Date and expiring upon the expiration of the term of the Renewed Right-of-Way for the pipeline. Said easement shall be granted for the purpose of allowing WBI Energy Transmission to access the Renewed Right-of-Way with motorized vehicles and equipment for all purposes incident to locating, surveying, inspecting, operating, maintaining, repairing, replacing, upgrading and removing the Transmission Facilities. The easement shall be granted by the Secretary pursuant to the authority of 25 U.S.C. §§ 323-328 and 25 C.F.R. Part 169, and in accordance with the terms and conditions of this Agreement. Notwithstanding the fact that the easement hereby consented to crosses many individual and discontinuous tracts, the parties intend that the same shall be granted by the Secretary as a single right-of-way,

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which may be granted separately or in the same instrument as the Renewed Right-of-Way for the pipeline

4.04 For the same consideration, the Crow Tribe hereby grants to WBI Energy Transmission a right-of-way over any and all fee land and undivided fee interests in land now owned or hereafter acquired by the Tribe within the corridors of the Renewed Right-of-Way and Designated Access Road right-of-way described in Sections 4.01 and 4.03 above.

4.05 It is understood and agreed that the right-of-way granted pursuant to this Article 4 includes rights of ingress and egress over and across Tribal Lands outside the natural gas transmission pipeline corridor for purposes of accessing the same; provided, however, that in accessing the natural gas transmission pipeline corridor across Tribal Lands, WBI Energy Transmission shall utilize only the Designated Access Roads, except as otherwise required in the event of an Emergency or as agreed to by the Crow Tribe after consultation.

4.06 This Agreement, and the Crow Tribe's consent to renewal, applies to all Tribal Land lying within the corridors of the rights-of-way described in Sections 4.01 and 4.03 above, whether presently owned or hereafter acquired, including all Tribal Land that is not, for any reason, presently identified as Tribal Land.

4.07 Upon request, the Crow Tribe shall not unreasonably deny WBI Energy Transmission the temporary use of Tribal Land, not to exceed an additional 50 feet in width, lying adjacent to the Renewed Right-of-Way, if necessary for purposes of repair, replacement or removal of the natural gas Transmission Facilities. Utilization of Tribal Land under this provision is limited to the time reasonably necessary to complete the activity, up to a maximum of ninety (90) days. WBI Energy Transmission shall restore any land so utilized to as-near its original condition as reasonably practicable, and shall reimburse the Tribe for the fair rental value of the land and any actual damage caused pursuant to further agreements entered into with or authorized by the Chairman of the Executive Branch of the Crow Tribe, and as applicable, approved by the Secretary.

4.08 The Crow Tribe agrees that WBI Energy Transmission may utilize existing public roads (including state highways, county roads and BIA roads) to access the right-of-way granted and consented to herein to the extent such roads cross Tribal

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lands, even if such roads should later be determined to have been improperly opened or perfected; provided, however, that if such a road is closed to the public by an authority of competent jurisdiction, WBI Energy Transmission will cease and desist from using such road until it has obtained the legal right to do so.

4.09 WBI Energy Transmission agrees that it will not expand or change its use of the Renewed Right-of-Way granted and consented to herein without obtaining the Tribe's consent to any such change or expansion. In particular, and without limitation, WBI Energy Transmission agrees that it will not increase the size of the pipeline, and WBI Energy Transmission will not use the Renewed Right-of-Way for any purpose other than as specified in Section 4.02 of this Agreement, or allow any third party to use the Renewed Right-of-Way for any purpose whatsoever, including but not limited to telecommunications, power lines, fiber optics, roads, pipelines, or any other method of natural gas pipeline transmission, without the Tribe's further written consent and agreement. The restrictions in this Section 4.09 extend to rights-of-way over Allotted Land, and the Allotment owners' consents shall be required for any such change or expansion in use. Nothing in this Section 4.09 shall preclude WBI Energy Transmission from operating, maintaining, replacing, repairing, installing and upgrading natural gas pipeline facilities within the Renewed Rights-of-Way for purposes of managing its transmission system in accordance with federal law and regulations as identified in Article 12, Section 12.1 hereinafter.

4.10 The Tribe's consent to and the grant of the Renewed Right-of-Way shall be subject to the requirements in 25 C.F.R. Section 169.125 (as such regulation may be amended or replaced and is currently effective), and to the extent not inconsistent therewith, WBI Energy Transmission further agrees to the following conditions:

4.10.01 WBI Energy Transmission shall notify the Crow Tribe at least ten (10) days prior to the anticipated start of any construction, repairs or surface-disturbing activities, except in the event of an Emergency in which case notice will be given according to Section 16.19 of this Agreement;

4.10.02 WBI Energy Transmission shall comply with Tribal laws and ordinances as provided in this Agreement;

4.10.03 Consistent with its obligations for weed control, clearing and fire control under 25 C.F.R. Section 169.125, WBI Energy Transmission will minimize the use of pesticides, shall use them only in accordance with their registered uses, and shall take all reasonable measures to ensure that they are not applied outside the right-of-way or easement boundaries (unless consented to by the Tribe for weed control purposes).

4.10.04 WBI Energy Transmission shall defend, indemnify and hold the Crow Tribe and its authorized users of the lands within the Renewed Right-of-Way and Designated Access Road easements harmless against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of such lands by WBI Energy Transmission, its employees, contractors and their employees, or subcontractors and their employees.

4.11 The Crow Tribe reserves the right to use and enjoy the Tribal Land and Tribal fee land included in the Renewed Right-of-Way and the Designated Access Roads, and to permit the use thereof by third parties, to the fullest extent possible without unreasonable interference with the exercise by WBI Energy Transmission of its right to use such lands in accordance with the terms of this Agreement, including but not limited to the use of the Tribally-owned lands in the Renewed Right-of-Way for agricultural crops or for the purpose of crossing the Renewed Right-of-Way with other rights-of-way of any kind (along with associated pipeline, transmission or other facilities) which may hereafter be operated or permitted by the Crow Tribe, and WBI Energy Transmission will not interfere with the Crow Tribe's use of such lands for any purpose not inconsistent with the primary purpose for which the rights-of-way are granted; provided, however, that the Crow Tribe shall consult with WBI Energy Transmission prior to undertaking or permitting any use which may result in an unsafe condition, and shall not undertake or permit a use that results in an unsafe condition or a violation of Department of Transportation requirements

ARTICLE 5: BASIC CONSIDERATION.

In consideration of the Renewed Right-of-Way and Designated Access Road easements herein granted and consented to, WBI Energy Transmission shall make the

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following payments to the Crow Tribe:

5.01 Access Road Right-of-Way. WBI Energy Transmission shall pay the Tribe Thirty Dollars (\$30) per rod of Designated Access Roads for twenty feet (20') wide non-exclusive rights-of-way across roads and tracts for access to the pipeline, consisting of (i) Ten Dollars (\$10) per rod from March 10, 2010, to the date of BIA approval, and (ii) Twenty Dollars (\$20) per rod for a term of twenty (20) years coincident with the pipeline right-of-way renewal.

5.02 Pipeline Right-of-Way. WBI Energy Transmission shall pay the Tribe One Hundred Thirty-five Dollars (\$135) per rod for the fifty foot (50') Existing Right-of-Way (for the gas transmission pipeline and associated facilities) on and through Tribal Land or fee land owned by the Tribe, consisting of (i) Thirty-eight Dollars (\$38) per rod for the period from the expiration of the right-of-way from March 10, 2010, to the BIA approval of the right-of-way renewal, and (ii) Ninety-seven Dollars (\$97) per rod for a renewal term of twenty (20) years.

5.03 As to each tract of Tribal Land or fee land owned by the Tribe in which undivided interests are owned by individuals, payment to the Tribe shall be proportionate to its undivided interests in that tract.

5.04 The parties agree that the total compensation provided in this Article 5 is not less than the sum of Eight Hundred Seventy-Seven Thousand Four Hundred Ninety-Four Dollars (\$877,494.00). The portion of this amount applicable to Tribal Land held in trust shall be deposited with the Secretary as provided in 25 C.F.R. § 169.117 for disbursement by the Secretary to the Crow Tribe for credit to the Crow Tribe's General Fund, or if the foregoing procedure does not apply, shall be made by WBI Energy Transmission within 10 days after the Effective Date of this Agreement by electronic funds transfer to the Office of the Special Trustee ("OST") for American Indians of the United States Department of the Interior into an account or accounts designated by the Crow Tribe and approved by the Superintendent for credit to the Crow Tribe's General Fund.

5.05 The amount of compensation paid pursuant to this Article 5 shall be adjusted for any survey or ownership errors discovered prior to the Effective Date or during the term of this Agreement based on the per-rod rates stated in Sections 5.01 and

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5.02, provided that the net amount of any such adjustment shall not result in any reimbursement to WBI Energy Transmission of any amounts previously paid to the Tribe or reduction in any amounts or compensation offered or paid to other owners of Allotted Land.

5.06 As a condition of the Crow Tribe's consent to the Renewed Right -of-Way, WBI Energy Transmission shall offer at least the same rates of compensation as provided in this Article 5 to all Allotment Owners in proportion to their interests as they may appear; provided, however, that Allotment Owners are free to negotiate their own compensation terms with WBI Energy Transmission. In addition, WBI Energy Transmission shall pay each Allotment Owner that signed or signs the Consent Form a "dignity payment" equal to at least Twenty-Five Dollars.

5.07 Nothing contained herein shall be construed to preclude WBI Energy Transmission from bringing an action or actions to condemn rights-of-way over, across, or through individually owned allotted lands, in event the owners thereof fail or refuse to accept offers of compensation and settlement made by WBI Energy Transmission.

ARTICLE 6: TRIBAL USE OF WBI ENERGY TRANSMISSION PIPELINE SYSTEM/PRYOR MONTANA DAKOTA UTILITY DISTRIBUTION SYSTEM.

6.01 The Crow Tribe and developers of Tribal energy resources shall have non-discriminatory access to WBI Energy Transmission's Pipeline System (including that portion of the Transmission System situated within the Renewed Rights of Way), at the rates and upon the terms and conditions provided for in WBI Energy Transmission's Open Access Transmission Tariff ("OATT"), on file with and approved by the Federal Energy Regulatory Commission. Any natural gas Transmission Service provided to the Crow Tribe by WBI Energy Transmission shall be provided subject to the jurisdiction of the Federal Energy Regulatory Commission.

6.02 Promptly after the effective date of this agreement, the Crow Tribe, in consultation with WBI, will make arrangements with the Billings office of the Montana Dakota Utilities Company (MDU) to design and install new natural gas distribution lines to expand its gas utility distribution system south of Pryor, Montana, to provide residential natural gas services to 40 residences located along or in the proximity of Big Horn County Road No. 48 (Pryor Gap Road).

6.03 The Tribe agrees to identify by name the residents intended to be connected to the new distribution system. WBI Energy Transmission agrees to assume and pay to MDU the cost of facilities and installation of natural gas distribution lines to 40 residences identified and the Tribe acknowledges that obligation is limited to the 40 new gas services identified by the Tribe. The Crow Tribe shall assume the responsibility to satisfy all MDU requirements associated with installation of the natural gas distribution system that are normally required for residential consumers obtaining natural gas service outside the Crow Reservation, and any additional requirements resulting from the residences being located on Trust Land on the Crow Reservation, including but not limited to obtaining necessary easements and environmental clearance, cultural assessments and necessary permits. The parties will work together and make diligent good-faith efforts to have Montana Dakota Utilities Co. complete the natural gas service as soon as reasonably practicable after the residences have been identified by the Tribe.

ARTICLE 7: TRIBAL TAXES.

7.01 Within ten (10) business days after the Effective Date of this agreement, WBI Energy Transmission will pay directly to the Crow Tribe unpaid utility taxes for 2009 and 2010 in the sum of Fifty Thousand Two Hundred Eight Dollars (\$50,280). On or before October 1, 2016, and each October 1 thereafter during the term of this Agreement, or within fifteen (15) days after receipt of the Tribe's annual invoices (whichever is later), WBI Energy Transmission shall pay to the Crow Tribe the Tribal Utility Tax in the amount of 3% of the assessed value as calculated in accordance with the Crow Tribe's Railroad and Utility Tax Code applicable to WBI Energy Transmission's pipeline as and when invoiced by the Tribe.

7.02 In consideration of this Agreement, , WBI Energy Transmission agrees to withdraw any and all requests for refunds and the Tribe agrees that the annual payments provided for in this Article 7 shall satisfy WBI Energy Transmission's obligations for all Tribal taxes, assessments, and other general payment obligations for the term of this Agreement, including taxes which may be assessed under the Crow Tribal Code, Title XIII - Taxation - Railroad and Utility Tax, and any other tribal tax ordinance which may otherwise be applicable to WBI Energy Transmission, its rights-of-way, rights of access, Transmission Facilities, equipment and property located within the Crow Reservation, the

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operation, maintenance and repair of its Transmission Facilities, and all income generated thereby, regardless of whether such taxes or other payment obligation arise under tribal ordinances now in effect or hereinafter enacted; provided, that nothing in this Article 7 shall relieve WBI Energy Transmission from the obligation to pay usual and ordinary fees for Tribal government permits and licenses as required by generally-applicable Tribal law.

7.03 The Crow Tribe, as sovereign and landowner, expressly agrees that it shall never increase the utility tax rate assessed against WBI Energy Transmission above three percent (3%) of the market value of the utility property while this Agreement remains in effect except as provided in this Article 7, and that if the Tribe should assess any tax or assessment applicable to WBI Energy Transmission that is contrary or in addition to the provisions of this Article 7, WBI Energy Transmission shall be entitled to claim and receive a credit for the difference between the total Tribal taxes so assessed and the amounts of the tax payments as provided in this Article 7, and to the extent that future taxes exceed the tax payments provided for in this Article 7, such taxes shall be considered waived as to WBI Energy Transmission.

7.04 Upon receipt of the payment described in the first sentence of Section 7.01, the Tribe acknowledges that all Tribal taxes due and payable by WBI Energy Transmission as of the Effective Date of this Agreement have been paid in full.

ARTICLE 8: TRIBAL EDUCATIONAL ASSISTANCE.

8.01 Within ten (10) days after the Effective Date of this Agreement WBI Energy Transmission shall pay to the Crow Tribe the sum of Two Hundred Thousand Dollars (\$200,000). This sum is intended to assist the Tribe in funding a tribal educational endowment fund to provide scholarships to Tribal members and for such other forms of Tribal member educational assistance as the Tribe may deem appropriate. Upon payment of said sum, WBI Energy Transmission shall have no further obligation to make annual contributions for tribal educational assistance during the Renewed Right-of-Way term.

ARTICLE 9: TRIBAL EMPLOYMENT.

9.01 WBI Energy Transmission recognizes that the lack of economic opportunities has resulted in poverty and high unemployment on the Crow Reservation,

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and that the Crow Tribe is concerned with the status of employment and contracting opportunities for Tribal members living on or near the Reservation. WBI Energy Transmission also recognizes the desire of the Crow Tribe to obtain additional capital investment, development and employment opportunities within the Reservation. Finally, WBI Energy Transmission recognizes that the Crow Tribe has enacted specific laws concerning Tribal member and Indian preference which apply to WBI Energy Transmission's maintenance and repair activities on the Renewed Right-of-Way. The Crow Tribe, in turn, recognizes that WBI Energy Transmission is concerned that its Transmission Facilities be maintained and repaired in a manner which will ensure, in the most efficient method possible, compliance with all relevant laws, regulations and industry codes designed to safeguard public safety and the environment. Consistent with these understandings, desires, and needs, WBI Energy Transmission agrees that it shall, as provided in this Article 9, comply with the Crow Nation Workforce Protection Act, as amended ("WPA") and cooperate with the Crow Tribe's Tribal Employment Rights Office (the "TERO Office") to provide employment and contracting opportunities in connection with any construction, upgrading, maintenance and repair work regarding the Transmission Facilities. In consideration of this Agreement, the Crow Tribe hereby agrees that its WPA, insofar as it applies to WBI Energy Transmission, shall be subject to the following provisions:

9.01.01 WBI Energy Transmission shall have a reasonable opportunity to cure any violations without penalty, after notification by the TERO Office. All administrative rulings, orders and determinations by the TERO Office and the TERO Commission, including fines, penalties and other enforcement measures, shall be subject to appeal by WBI Energy Transmission pursuant to the Dispute Resolution provisions in Article 14 and Exhibit A. In any such appeal, the arbitrators shall be bound by the standards of judicial review of decisions of the TERO Commission as set forth in the Chapter 13, Part 4 of the WPA. Any sanctions, fines or penalties assessed against WBI Energy Transmission determined by the arbitrators to be unfair or unreasonable under the circumstances, or disproportionate to the alleged infraction, shall be deemed arbitrary and capricious, and shall be reversed or modified accordingly.

9.01.02 WPA violations may not result in the loss or forfeiture of WBI Energy Transmission's rights under this Agreement, nor the loss, seizure or forfeiture of WBI Energy Transmission's property, unless so ordered in an arbitration award and confirmed by the Secretary pursuant to the Dispute Resolution Procedures in Article 14 of this Agreement. Any fines and penalties assessed shall in all instances be fair and reasonable in light of the circumstances and proportionate to the alleged infraction.

9.01.03 For so long as this Agreement remains in effect, WBI Energy Transmission's annual Employer Permit shall not exceed the \$1,000 maximum presently set forth in Section 17.5.1.1 in Chapter 5, Part 1 of WPA, nor shall project fees, as presently set forth in Chapter 5, Part 2 of WPA, exceed 3% of the total cost of work performed within the territorial boundaries of the Crow Reservation.

9.01.04 No contractor shall be considered a qualified contractor for the purpose of bidding on WBI Energy Transmission projects, until that contractor demonstrates it has an Operator Qualification (OQ) Program in place that meets the requirements of the United States Department of Transportation currently set forth in 49 C.F.R. Part 192.801-809 and also has in place a Drug and Alcohol Plan that meets the requirements of the United States Department of Transportation, currently set forth in 49 C.F.R. Part 199; provided, however, that qualification criteria established by WBI Energy Transmission for contractors or employees shall not have the effect of serving as barriers to Tribal or Indian contracting or employment unless WBI Energy Transmission can demonstrate that such criteria are required by business necessity or Federal law.

9.01.05 WPA compliance shall not impede or delay WBI Energy Transmission's line inspection at such time and intervals as deemed prudent by WBI Energy Transmission, or the performance of necessary repair work in the event of an Emergency, provided that WBI Energy Transmission has made best efforts to give notice of such Emergency repair work by telephone or email to the Tribal TERO Director.

9.01.06 Any new requirements in future Tribal WPA legislation and administrative rules implemented pursuant to WPA, as they apply to WBI Energy Transmission's operations under this Agreement, shall be subject to the provisions of Article 12 of this Agreement.

9.02 WBI Energy Transmission will when such work is deemed necessary offer to the Crow Tribe (including business entities wholly owned by the Crow Tribe) or to Indian Certified Entities (as defined in the WPA) contracts for right-of-way clearing and weed control on the Renewed Right-of-Way and improvements, maintenance and repairs to Designated Access Roads. The Tribe or contractor shall meet all usual terms and conditions required under the WBI Energy Transmission standard contractor contract to be eligible. Contract specifics and requirements such as scope, timing, competitive costs, performance standards, etc. will be defined. WBI Energy Transmission's offer of this contract shall be made through the TERO Office, and the Tribe or Indian Certified Entity shall have sixty (60) days to meet the qualifications and contractual requirements and accept the offer.

9.03 The Crow Tribe agrees that WBI Energy Transmission need not hire any additional employees to perform minor re-occurring, part-time tasks within the Reservation (including inspections and Emergency repairs) where such routine tasks can be readily accomplished by employees that are part of the regular, full-time staff of WBI Energy Transmission. When, however, it becomes necessary to perform within the Reservation substantial scheduled repair, maintenance or construction tasks concerning the Transmission Facilities or the rights-of-way and easements covered by this Agreement, WBI Energy Transmission agrees that Tribal and Indian preference will be applied in the hiring of the employees, contractors and contractors' employees to perform such tasks, subject to the core crew exemption and as otherwise provided in the WPA law.

9.04 Nothing in this agreement shall be construed to require the employment or retention of any contractor, subcontractor, or employee who is not qualified to perform the duties of employment in a satisfactory manner and as reasonably required.

9.05 If Federal law is authoritatively interpreted to allow a preference for Tribal Members, as compared to a preference for Indians living on or near a reservation, this

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Article 9 shall be deemed to provide for application of preference for Crow Tribal Members and Indian Certified Entities controlled by Crow Tribal members instead of the preference provided in the WPA for Indians living on or near the Crow Reservation and other Indian Certified Entities.

9.06 WBI Energy Transmission will provide an individual contact to Tribal members seeking employment with WBI Energy Transmission. A Human Resources assistant will be made available to assist applicants with questions regarding the recruitment process. Currently, Tribal members may contact WBI Energy Transmission Human Resources at 701-530-1500. The assistant will also provide career guidance for tribal applicants seeking a job opportunity with WBI Energy Transmission. WBI Energy Transmission will assist interested Tribal members in navigating the WBI Energy Transmission job posting website. Interested Tribal members can receive automated notifications when a desired position is open for recruitment. Tribal members are encouraged to review all open positions, currently posted at www.jobs.mdu.com under "Open Positions." Job opportunities will be in locations where WBI Energy Transmission currently has business operations. Successful candidates will be required to work where existing jobs are located. Consistent with the foregoing, WBI Energy Transmission will make active, ongoing good faith efforts to provide mentoring for Crow Tribal members who express serious interest in lines of work performed by WBI Energy Transmission employees, by working with the TERO Office, the Tribal Education Department, and Little Big Horn College by making information available on career opportunities in these lines of work along with the types of education, training and qualifications necessary to successfully pursue such careers.

ARTICLE 10: TRIBAL CULTURAL PROTECTION.

10.1 Cultural Resources Protection Act. WBI Energy Transmission recognizes the critical ongoing historical, traditional and cultural importance to the Crow Tribe and its members of cultural resources, sites and items that may be located on or near the Renewed Right-of-Way and the Designated Access Roads. Accordingly, WBI Energy Transmission agrees to comply fully with the Tribal Cultural Resource Protection Act of 2005 (referred to in this Article as the "Act"), as it applies to WBI Energy

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Transmission's activities on the Reservation during the term of this Agreement, and as further provided in this Article 10.

10.02 Sites Damaged by Previous Operations. On September 3, 2013 the WBI Crow Class III Cultural Resource Inventory of and Existing Gas Pipeline through the Crow Reservation in Big Horn and Yellowstone Counties, Montana (CA14-3077) was completed by Ethnoscience Inc. along with Tribal Cultural Representatives. The results were submitted to the Crow Tribal Historical Preservation Officer (THPO), The Bureau of Indian Affairs Rocky Mountain Regional Office and WBI Energy Transmission. The Bureau of Indian Affairs in compliance with the National Preservation Act and its implementing regulations, 36 CFR Part 800 submitted a letter stating that "As defined in 36 CFR 800.4(d) (1), BIA has concluded this project does not have the potential to affect historic properties." A full copy of the report is available from the THPO. To the extent it is not included in the 2013 Inventory, WBI Energy Transmission will also complete a Class III Cultural Resource Inventory for the Designated Access Roads, in consultation with the THPO. With respect to the cultural sites identified in the Class III Cultural Resource Inventories the parties agree as follows:

10.02.01 The Crow Culture Committee and the Tribal Historic Preservation Officer ("THPO") have viewed the sites identified in the Cultural Resource Inventory. At this time there are no ground disturbing activities planned for the existing pipeline and as such there will be no new impacts to the identified sites. Therefore there is adequate support for the BIA's recommended approval of the rights-of-way renewals and access easements consented to in this Agreement, provided that WBI Energy Transmission comply with the recommendations outlined in the Cultural Resource Inventory when commencing any digging or excavation activities in any of identified sites as supplemented by the further provisions of this Section 10.02; and *provided further* that after the Secretary's grant of the rights of way consented to in this Agreement, WBI Energy Transmission shall promptly complete at its expense any additional requirements necessary to mitigate past damage to the sites, and to protect the sites from unanticipated future disturbances, as determined by the Crow Culture Committee and the THPO, or in lieu thereof, pay stipulated damages for specified

Crow Tribal cultural resources protection efforts as may be determined by the Crow Culture Committee and the THPO, provided that the cost for the mitigation and the stipulated damages shall not exceed a total of Twenty Thousand Dollars (\$20,000).

10.02.02 In the event that WBI Energy Transmission causes future excavation to occur in any identified sites, WBI Energy Transmission will provide funding for the further archaeological testing and development of mitigation plans for the Sites as required by the National Historic Preservation Act (NHPA) and its implementing regulations at 36 C.F.R. Part 800. The proposed mitigation plans and work shall be subject to approval by the THPO, the Crow Culture Committee and the Bureau of Indian Affairs. The work will be conducted by the THPO Archeology Division. The THPO Archeologist meets Federal professional standards.

10.02.03 The testing report and mitigation plans will meet the reporting and consultation requirements of NHPA, and any plans shall be developed only for those sites determined to be eligible for listing in the National Register of Historic Places. In each case, WBI Energy Transmission and the Crow Tribe shall cooperate in good faith to agree upon and present to the BIA a mitigation plan that provides for a cost-effective resolution of adverse effects consistent with generally-accepted methods within the archeological profession.

10.02.04 WBI Energy Transmission will promptly take and be responsible for the costs of any mitigation measures required by the approved plans.

10.02.05 The Crow Tribe, through its THPO and Culture Committee, shall timely issue any permits that may be required with regard to the testing, excavation and mitigation of the Sites.

10.02.06 To the extent required by Federal law, WBI Energy Transmission shall make diligent, best efforts to obtain landowners' permission to test the Sites to the extent that such additional permission is required by the Archeological Resources Protection Act (16 U.S.C. § 470cc(g)(2)), including the payment of fair compensation (e.g., for surface damages and temporary or

permanent loss of use) to the landowners and their lessees as their interests may appear or as required by the BIA, and subject to the any ownership rights of the landowners under applicable law in cultural items located on the sites. However, unless otherwise required by Federal law, WBI Energy Transmission shall not be required to undertake further testing or mitigation with regard to those Sites for which it is unable to obtain landowner permission.

10.02.07 WBI Energy Transmission's compliance with this Section 10.02 shall constitute full compliance with the Act as it applies to the process of obtaining the Renewed Rights-of-Way and the Designated Access Road easements, and shall satisfy all mitigation requirements as to all cultural resource sites identified in the Cultural Resource Inventory.

10.03 Operations after Effective Date. The cultural awareness training, monitoring, and mitigation requirements of this Section 10.03 shall apply to all of WBI Energy Transmission's operations after the Effective Date, and satisfy the requirements of the Act as it pertains to such operations:

10.03.01 WBI Energy Transmission will provide cultural awareness training annually to the supervisor of all crews responsible for inspecting, maintaining and repairing the Transmission Facilities. The cultural awareness training will be conducted by the THPO and Crow Culture Committee. Additionally, as scheduling allows, WBI Energy Transmission shall make good-faith efforts to provide such training to all its employees and contractors performing work within the Crow Reservation.

10.03.02 WBI Energy Transmission shall notify the THPO prior to performing any maintenance, construction or repair operations on the Crow Reservation that may involve or result in surface disturbance, and shall obtain an appropriate permit from the THPO. At least five (5) business days' prior notice shall be provided for routine operations. In the event of an Emergency, shorter or no advance notice may be given, provided that where circumstances do not allow prior notice, WBI Energy Transmission shall report the type and location of its operations to the THPO as soon as possible after making entry.

10.03.03 Upon receiving notice of WBI Energy Transmission's intended operations, the THPO shall arrange to make a representative of the Cultural Committee ("Monitor") available to monitor WBI Energy Transmission's operations for the purpose of ensuring the protection of cultural sites. Access by WBI Energy Transmission shall not be restricted due to Tribal staff availability, provided that WBI Energy Transmission has also given at least two (2) hours' notice that it is ready to commence the operation.

10.03.04 The notices required under this Section 10.03 may be made by telephone, followed with a written confirmation by mail or email, to the telephone numbers and address provided by the THPO.

10.03.05 For any additional cultural artifacts or archaeological sites identified by the Crow Culture Committee or THPO as a result of WBI Energy Transmission's future operations, or as a result of any further cultural survey conducted by the Tribe, which have been adversely affected by WBI Energy Transmission's operations, WBI Energy Transmission shall promptly take all reasonable mitigation measures required under Federal law (for sites which are determined eligible for listing in the National Register), or as may be required under Tribal law or reasonably requested by the Crow Tribe (for archeological sites and cultural artifacts which are not eligible for listing in the National Register, but are of significance to the Crow Tribe).

10.04 General Provisions. Prior to undertaking any surface-disturbing activities on the Crow Reservation, WBI Energy Transmission and its contractors shall obtain a permit from the THPO in accordance with the Cultural Resources Protection Act and THPO policy and procedures. WBI Energy Transmission shall arrange with THPO to have THPO inspectors present during all surface-disturbing activities, and shall promptly reimburse the Crow Tribe for the cost and expenses of the THPO inspectors upon receipt of the Crow Tribe's invoices therefor.

10.05 Confidentiality for Protection of Sites. To the extent allowed in order to comply with Federal and Tribal laws, WBI Energy Transmission agrees to treat the location of Native American cultural sites on the Reservation as confidential, proprietary Tribal information.

ARTICLE 11: GATEKEEPING RIGHT OF TRIBE AS TO THIRD PARTIES.

As to all persons or entities other than WBI Energy Transmission, and the agents, representatives, contractors and employees of WBI Energy Transmission, the Crow Tribe specifically intends herein to reserve and retain the right to exercise a gatekeeping right as to all Trust Land and Tribal fee land included within the rights-of-way hereby consented to and/or granted to WBI Energy Transmission by the Crow Tribe. It is the intent of the Crow Tribe to hereby retain, as to all Trust Lands and Tribal fee land, the right to exclude from the rights-of-way hereby consented to and/or granted by the Crow Tribe all persons or entities other than WBI Energy Transmission, and the agents, representatives, contractors and employees of WBI Energy Transmission, and to retain all forms of jurisdiction that the Tribe would otherwise have over Tribal or Trust Lands located on the Reservation that are not subject to rights-of-way or easements.

ARTICLE 12: ENACTMENT OF LAWS; REGULATION OF WBI ENERGY TRANSMISSION'S OPERATIONS.

12.01 WBI Energy Transmission's operations under this Agreement, and on the Renewed Rights-of-Way and Designated Access Roads shall comply with all applicable Federal laws and regulations, including but not limited to 25 U.S.C. §§ 323-328, 25 C.F.R. Part 169 and those of the Federal Energy Regulatory Commission and the Pipeline and Hazardous Materials Safety Administration (“PHMSA”) of the U.S. Department of Transportation. In particular, and without limiting the generality of the foregoing, WBI Energy Transmission agrees to operate and maintain the Transmission Facilities in accordance with 49 U.S.C. §§ 60101, et seq., and the most recent version of the PHMSA regulations in Title 49 CFR Part 192 (the “Code”) currently published by the Office of the Federal Register National Archives and Records Administration.

12.02 WBI Energy Transmission shall comply with all current and future applicable Tribal Law prior notice of which has been provided to WBI Energy Transmission, except where such Tribal Law conflicts with the terms of this Agreement, or where such a future or uncodified Tribal Law not specifically referred to in this Agreement would materially expand the obligations or otherwise impair WBI Energy Transmission's rights under this Agreement or materially reduce the economic benefits to WBI Energy Transmission, in which case the terms of this Agreement shall control and

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Tribal approval of this Agreement shall constitute a waiver, as to WBI Energy Transmission, of the Tribal Law to the extent of the conflict or to the extent that the expansion of WBI Energy Transmission's obligations, the impairment of its rights, or the reduction of its economic benefits is material.

12.03 The Crow Tribe agrees that it shall enact no law, ordinance or regulation ("Tribal Law") applicable to WBI Energy Transmission which would make illegal or improper any activity otherwise permitted under the terms of this Agreement and under the laws of the United States and the Code. If a conflict should arise between Tribal Law and Federal law or the Code with regard to WBI Energy Transmission's rights and/or duties under this Agreement, WBI Energy Transmission need only comply with Federal law or the Code; provided, however, that if the Tribal Law does not conflict with Federal Law or the Code, and the net additional obligations, economic burden, or impairment of rights imposed by the Tribal Law is not material, WBI Energy Transmission shall comply with the Tribal Law.

12.04 WBI Energy Transmission's compliance with applicable Federal law and this Agreement, or State law as it applies to the same transmission lines located outside the Trust Lands or the Reservation, whether now in effect or hereafter promulgated, orders, judgments and decrees of State and Federal courts of competent jurisdiction, and rules, orders and regulations of State and Federal administrative agencies, boards or commissions purporting to act under authority of law, shall not constitute a violation or breach of any of the terms and conditions of this Agreement, nor shall such compliance be or constitute cause for the termination of this Agreement or forfeiture of any rights or interests granted herein; provided, however, that nothing in this Agreement shall be construed as the Crow Tribe's consent to the extension of any State's jurisdiction or regulatory authority within the Reservation including the Trust Lands.

12.05 If the Crow Tribe believes that WBI Energy Transmission is in violation of any Tribal Law, it shall provide WBI Energy Transmission reasonable notice of the alleged infraction, which notice shall specify the activity being complained of and the Tribal Law allegedly violated, and shall afford WBI Energy Transmission a reasonable time without penalty within which to cure, or take steps to begin curing, the alleged infraction.

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12.06 Any dispute between WBI Energy Transmission and the Crow Tribe as to whether any Tribal Law conflicts with the terms of this Agreement, materially expands WBI Energy Transmission's obligations, impairs its rights under this Agreement, or reduces the economic benefits to WBI Energy Transmission shall be determined exclusively in accordance with the Dispute Resolution provisions in Exhibit "A" hereto, provided, however, that if enforcement of the Tribal Law is in response to an imminent threat of serious bodily harm or injury and the Tribal Law does not conflict with Federal law or the Code, WBI Energy Transmission shall comply with the Tribal Law pending exhaustion of the Dispute Resolution procedure provided therein.

ARTICLE 13: COOPERATION & COMMUNICATION.

13.01 WBI Energy Transmission acknowledges and respects the Crow Tribe's right to self-government, and recognizes the Crow Tribe's endeavors to provide for the safety, health, education, and wellbeing of its members.

13.02 The Crow Tribe recognizes WBI Energy Transmission as a responsible corporate citizen, which endeavors to support the communities within which it operates, while at the same time fulfilling its duties to its shareholders and its obligations under the law.

13.03 The Parties desire a long-term, mutually beneficial relationship, and to further such relationship, do hereby agree to the following:

13.03.01 WBI Energy Transmission shall designate an official who shall be available at all times to respond to an Emergency, and who shall be available during normal business hours to respond to less urgent safety, environmental, or other concerns that may arise. Upon request, WBI Energy Transmission will make responsible officials available at reasonable times and intervals to the Crow Tribal Executive Branch Officials and representatives and the Legislature to address concerns that may arise. The Crow Tribe shall also designate an official or representative who shall be available during normal business hours to receive notices and to respond to concerns that WBI Energy Transmission may have.

13.03.02 The Parties shall cooperate with each other to achieve the purposes of this Agreement, and shall attempt to resolve any differences that may arise through

discussion and informal negotiation prior to pursuing arbitration under Article 14 or other remedies available at law.

ARTICLE 14: DISPUTE RESOLUTION/LIMITED WAIVER OF IMMUNITY.

14.01 Except as otherwise expressly provided in this Agreement, including without limitation Articles 14.04 and 16.11, any dispute, controversy or claim, of whatever nature, arising out of or in any manner pertaining to this Agreement, or the breach thereof, shall be resolved exclusively in accordance with the dispute resolution provisions set forth in Exhibit "A" attached hereto and incorporated herein (the "Dispute Resolution Provisions"). The Parties agree to participate in and be bound by the proceedings set forth in the Dispute Resolution Provisions.

14.02 It is the intent of the Parties, and the Parties do hereby agree, that the Dispute Resolution Provisions shall apply to any dispute, controversy or claim between WBI Energy Transmission and the Crow Tribe (the "Parties") regarding the rights, duties, adequacy of performance, breach, or liabilities of a Party under any provision of this Agreement, or otherwise arising out of or relating to this Agreement, including without limitation:

14.02.01 Declaring, determining or enforcing the rights, duties or liabilities of a Party under this Agreement or in connection with any activities or actions undertaken by the Parties pursuant to the Agreement or any other agreement entered into pursuant to or in conjunction with the Agreement

14.02.02 Determining whether and the extent to which a Tribal law, ordinance or regulation materially conflicts with the terms of this Agreement, materially reduces the economic benefits to WBI Energy Transmission, and/or materially expands the obligations or impairs WBI Energy Transmission's rights under this Agreement.

14.02.03 Reviewing all administrative rulings, orders and determinations by the Tribal Employment Rights Office, Tribal Historic Preservation Office, or any other Tribal administrative agency that would result in a fine or penalty, a materially adverse impact on WBI Energy Transmission's rights under this Agreement, or the loss, seizure or forfeiture of WBI Energy Transmission's property.

14.03 The Crow Tribe hereby specifically and unequivocally grants a limited waiver of its sovereign immunity for the limited purpose of participating in arbitration proceedings, judicial proceedings instituted for the purpose of compelling participation in arbitration proceedings, and judicial proceedings for the enforcement of arbitration Decisions, all in accordance with the Dispute Resolution Provisions as set forth in Exhibit A; provided, that the Crow Tribe's only monetary liability pursuant to this limited waiver of immunity shall be limited to: (a) its share of the costs of the arbitration as awarded by the arbitrators according to the provisions of Exhibit A; and (b) compensatory damages not exceeding one-half of the future Tribal taxes payable by WBI Energy Transmission under Article 7 of this Agreement, to be recouped by WBI Energy Transmission as such taxes become due by halving the amount of Tribal taxes otherwise payable to the Tribe. This limited waiver shall extend only to WBI Energy Transmission, its successors and assigns, and shall not result in the encumbrance of any other Tribal lands outside the Renewed Rights-of-Way or Designated Access Roads.

14.04 Retention of Secretary's Authority. Nothing in this Agreement shall be construed to limit the Secretary's authority to enforce the terms of the rights-of-way granted by the Secretary pursuant to the Crow Tribe's consent provided in this Agreement, or the requirements provided in applicable Federal law and regulations.

ARTICLE 15: OBLIGATIONS UPON TERMINATION OF AGREEMENT

15.01. Restoration of Lands and Option to Purchase. In the event WBI Energy Transmission ceases to use the Pipeline, WBI Energy Transmission shall, within a reasonable period of time, file for abandonment with the appropriate regulatory body. WBI Energy Transmission shall, within twelve (12) months from the receipt of regulatory abandonment approval, either remove or abandon the pipeline in-place following all safety and Code provisions applicable to such removal or abandonment, and restore the surface of the Existing Right-of-Way to as near its original condition as practicable, whereupon this Agreement shall terminate. WBI Energy Transmission shall consult with the Crow Tribe regarding its plans to remove or abandon the pipeline and surface restoration; and the Crow Tribe shall also have the right to request, during the twelve month period, that WBI Energy Transmission turn over full ownership of the pipeline to the Crow Tribe in which case WBI Energy Transmission shall have no further

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interest or liability therein, provided that both Parties have agreed in writing to all terms and conditions of such a transfer, and WBI Energy Transmission has been reimbursed for the fair market value (excluding any value for any right-of-way across Tribal Land) for those Transmission Facilities to be transferred to the Crow Tribe.

15.02 Release of Fee Easements. Upon the Tribe's request at any time within two (2) years after abandonment of the Transmission Facilities, WBI Energy Transmission will execute duly recordable releases or other reasonably necessary documents releasing and relinquishing all of its rights, title and interest in and to all easements and rights-of-way of any nature whatsoever for the Transmission Facilities on Tribal fee lands; provided, that such releases shall not be effective until the later of effective termination date of this Agreement or the effective termination date of any further extension of the Renewed Right-of-Way pursuant to a further written agreement between the Parties.

ARTICLE 16: MISCELLANEOUS.

16.01 Notices. Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by first class, or registered mail through the postal service of the United States of America, with postage prepaid to the addresses shown below, or to such other address as the Parties may designate from time to time. Notice given hereunder shall be deemed to be effective three (3) days after mailing. Any Party may change the address or phone/facsimile number to which notices are to be directed to it by notice to the other Party in the manner specified above.

If to the Tribe:

Crow Tribe of Indians
Attention: Tribal Chairperson
P.O. Box 159
Crow Agency, MT 59022

With Copy to:

Crow Tribe Office of Legal Counsel
P.O. Box 340
Crow Agency, MT 59022
Facsimile: (406) 638-2614

If to Secretary:

Regional Director

Rocky Mountain Regional Office- Bureau of Indian Affairs
2021 4th Avenue North
Billings, MT 59101

With Copy to:

Superintendent
Crow Indian Agency
P.O. Box 69
Crow Agency, MT 59022

If to WBI Energy Transmission:

Director of Pipeline Operations
WBI Energy Transmission
2010 Montana Avenue
Glendive, Montana 59330

16.02 Assignment. Each right and obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the successors and/or assigns of the respective Parties and to the extent permitted by any applicable law, shall be construed as covenants running with the land. WBI Energy Transmission's rights and obligations hereunder shall be freely assignable provided, however, that any assignment by WBI Energy Transmission of its rights and interests under this Agreement shall be null and void unless the assignee of such assignments agrees to comply with the terms of this Agreement; and WBI Energy Transmission shall also remain liable for such compliance unless the Tribe consents in writing to the release of its obligations. Such consent shall not be unreasonably withheld considering the financial stability and safety record of the assignee, and shall be given for no further consideration.

16.03 Right to Surrender. WBI Energy Transmission shall have the right at any time during the term of this Agreement to surrender the Renewed Rights-of-Way, or any part thereof, upon the payment of any outstanding obligations then due and payable, and WBI Energy Transmission will thereafter be released of all further obligations under this Agreement other than as provided in Article 15.

16.04 Federal Laws and Regulations. WBI Energy Transmission agrees to comply with all requirements of 25 U.S.C. §§ 323-328 and 25 C.F.R. Part 169 as those Federal laws and regulations are applicable to WBI Energy Transmission, unless such regulations are waived by the Secretary.

16.05 Federal Trust and Supervision. While the lands covered by this Agreement are in trust or restricted status, all of WBI Energy Transmission's obligations under this Agreement, and the obligations of its sureties (if any) are to the United States as well as to the Crow Tribe. Nothing contained in this Agreement shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the lands covered by this Agreement; however, such termination shall not serve to abrogate this Agreement. Should the Secretary, at any time during the term of this Agreement, relinquish supervision as to all or part of the lands covered by this Agreement, the relinquishment shall not bind WBI Energy Transmission until it has received from the Secretary thirty (30) days written notice thereof.

16.06 Construction of Agreement. For the sole purpose of interpreting this Agreement, the Parties agree that the common law jurisprudence of United States shall apply. Any reference to therein to the laws of any State is for purposes of contract construction only and such provision is not intended to authorize, sanction, or endorse the application of the laws of any State for any other purpose.

16.07 Legal Counsel. The Parties acknowledge and declare that this Agreement is the result of extensive negotiations between themselves. Each Party acknowledges that it has had the advice and representation of legal counsel with regard to this Agreement. Accordingly, in the event of any ambiguity in this Agreement, there shall be no presumption that this instrument was prepared solely by either Party and no rules of construction that would otherwise result in this Agreement being strictly construed against either party shall apply.

16.08 Waiver. The failure of any Party to insist in any one or more instance upon strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of the right to require strict performance of the provision in the future, and the said provision shall continue and remain in full force and effect.

16.09 Severability. If one or more of the provisions contained herein are declared invalid, illegal, or unenforceable in any respect, the Parties shall undertake their best efforts to negotiate a replacement provision, and in the interim the remaining provisions shall remain in full force and effect. If the parties are unable to negotiate a replacement provision, the matter shall be submitted to arbitration in accordance with

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Article 14 hereto, and the arbitrators shall draft a replacement provision that effectuates the original intent of the parties. The replacement provision shall thereafter be binding on the Parties. Notwithstanding the foregoing, the Settlement of Past Claims in Article 3 shall be executed in accordance with its terms unless it is expressly held to be contrary to Federal law.

16.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and subsumes and incorporates all prior written and oral statements and understandings regarding such right-of-way.

16.11 Secretarial Oversight. It is understood and agreed by the Parties hereto that so long as the Tribal Lands covered by this Agreement remain in trust or restricted status, the Secretary has supervisory authority over the Renewed Rights-of-Way and the Designated Access Road easement in accordance with provisions of 25 C.F.R. Part 169. In the event of a dispute, the Crow Tribe agrees to attempt to negotiate with Lessee an amicable resolution of any disputes prior to seeking federal enforcement of any matter over which the Secretary has jurisdiction i, except to the extent deemed necessary in the event of a violation of Federal law or to protect Tribal trust assets or interests from irreparable harm, including prior to the availability of an arbitration panel to award interlocutory relief pursuant to the procedures in Article 14 and Exhibit A.

16.12 Amendment of Agreement. This Agreement shall only be amended with the consent of both the Crow Tribe and WBI Energy Transmission. Any amendment of this Agreement must be in writing and duly executed by both Parties. Tribal consent to the Amendment must be evidenced by an appropriate resolution of the Crow Tribe Legislature. So long as the Tribal Lands covered by this Agreement remain in trust or restricted status, prior to any amendment having any force or effect, the amendment will also be submitted to the Secretary, who must either approve the amendment or determine that no such approval is required.

16.13 Further Documents. The Parties agree to execute all further documents and do all further things as may be necessary to give full force and effect to the terms and conditions of this Agreement and the intentions of the Parties as expressed herein.

16.14 Heading. The captions of Articles used herein are for convenience of reference and are not to be used to interpret any provision of this Agreement.

16.15 Tribal Authorization. The Crow Tribe warrants that the execution of this Agreement has been validly authorized by the Crow Tribe in accordance with governing laws of the Crow Tribe, and that the execution by the officer or officers who have affixed their name or names to this Agreement for and on behalf of the Crow Tribe have been so authorized and empowered, and an attorney for the Crow Tribe will deliver to WBI Energy Transmission, within five (5) working days following the execution of this Agreement by the Parties, an opinion that this Agreement is duly authorized and validly executed by the Crow Tribe in accordance with the governing laws of the Crow Tribe.

16.16 Corporate Authorization. WBI Energy Transmission warrants that this Agreement has been duly and validly authorized and executed in accordance with the requirements of applicable law and that the execution by the officer or officers who have affixed their name or names to this Agreement for and on behalf of WBI Energy Transmission have been so authorized and empowered.

16.17 Memorandum of Agreement. The Parties hereto intend to execute a Memorandum of Agreement for purposes of recordation in the county or counties wherein lands affected by this Agreement are located. In the event of any inconsistency between the Memorandum of Agreement and the terms of this Agreement, the terms of this Agreement shall govern.

16.18 Emergency Notification. In the event of any Emergency associated with WBI Energy Transmission's Transmission Facilities within the rights-of-way herein granted and/or consented to by the Crow Tribe WBI Energy Transmission shall contact the following officials as soon as possible after the discovery of the Emergency to inform them of the nature and location of the Emergency:

- a. Crow Tribal Chairman, c/o Tribal Security 406.638.3775
- b. Superintendent, Bureau of Indian Affairs 406.638.2672
- c. Chief of Police, Crow Police Department 406.638.2631

16.19 Binding Effect. This Agreement shall be binding on the Parties, their successors and assigns. The Crow Tribe recognizes and agrees that this Agreement shall be binding on the current and all future Crow Tribe governments for the term of the Agreement.

16.20 Approval by Secretary. Approval of this Agreement by the Secretary evidences that the Secretary has determined that this Agreement is in the best interests of the Crow Tribe. Upon approval of this Agreement, the Secretary shall issue the rights-of-way hereby consented to by the Crow Tribe. The failure of the Secretary to approve the Settlement of Past Claims set forth in Article 3 of this Agreement shall not affect or relieve WBI Energy Transmission of its obligations under Article 3 if the Secretary has approved the Renewed Right-of-Way and Designated Access Road easement substantially in accordance with the other terms of this Agreement.

16.21 Payment Procedures and Interest on Late Pavements. (a) The parties agree that payments made directly to the Crow Tribe under this Agreement shall be made by electronic funds transfer with appropriate instructions for such transfer to be provided by the Tribal Finance Department to WBI Energy Transmission in a timely fashion in order to allow for such payments to be made. If no such instructions are received, then payment shall be made by delivery of a certified check to the Crow Tribal Chairman's Office of any payments due.

(b) Any payments not made by WBI Energy Transmission on or before the due date specified in this Agreement shall bear interest at the Prime rate of interest plus six percent (6%) per annum (fixed as of the due date for the payment) from the due date until actually received by the Crow Tribe. A late payment shall be deemed incomplete unless accompanied by the interest payment as provided above.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

CROW TRIBE OF INDIANS

By _____

Chairman

WBI ENERGY TRANSMISSION

By _____

Jeffrey Rust

Vice President - Operations

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STATE OF MONTANA)
) ss:
County of BIG HORN)

This instrument was acknowledged before me on _____, 2016, by
Darrin Old Coyote as Chairman of the Crow Tribe of Indians.

(NOTARIAL SEAL)

(Signature of Notary)

(Printed Name of Notary)
Notary Public for the State of Montana
Residing at _____
My commission expires: _____ 20 _____

STATE OF MONTANA)
) ss:
COUNTY OF DAWSON)

This instrument was acknowledged before me on _____, 2016, by
Jeffrey Rust as Vice President of Operations for WBI Energy Transmission.
[Type of Authority, e.g., officer, trustee, partner, attorney-in-fact]

(NOTARIAL SEAL)

(Signature of Notary)

(Printed Name of Notary)
Notary Public for the State of Montana
Residing at _____
My commission expires: _____ 20 _____

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APPROVED:

UNITED STATES DEPARTMENT OF THE
INTERIOR - BUREAU OF INDIAN AFFAIRS

By _____

Title _____

Date _____

EXHIBIT A
DISPUTE RESOLUTION
AND
LIMITED WAIVER OF SOVEREIGN IMMUNITY

1.1 Arbitration. (a) Any Claim or other controversy arising under the Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except as otherwise modified herein, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction thereof as further provided in this Exhibit A.

(b) The laws of the Crow Tribe shall be the applicable law, or if not addressed therein, the laws of the State of Montana; provided, that this stipulation does not affect jurisdiction. The arbitrator(s) shall have authority to order specific performance and award appropriate injunctive, declaratory or compensatory monetary relief, including interlocutory orders to mitigate damage or prevent irreparable injury to a party, but shall not have authority to award punitive damages or other noncompensatory damages.

(c) The arbitrators’ fees and all other costs of the arbitration shall initially be borne equally by the parties, but ultimate responsibility for payment of such costs shall be borne by the party against whom the award is rendered, except as the arbitrator(s) may otherwise provide in a written decision.

(d) The award of the arbitrator(s) shall be conclusive and binding on the parties with respect to the matters decided, and shall be complied with by the parties. A party may enter an award and institute Judicial Proceedings to enforce the award in accordance with Section 1.2 of this Exhibit A. In such Judicial Proceedings, neither party, without the consent of the other party, shall be entitled to contend that the award should be vacated, modified or corrected except as expressly provided in Section 1.2(a) of this Exhibit A.

1.2 Judicial Proceedings. (a) A party may commence court proceedings (“Judicial Proceedings”) to compel the other party to participate in arbitration proceedings to enforce an arbitration award, or to vacate an award as provided, and for the reasons set forth in 9 U.S.C.A. § 10 (a) and (b), a copy of which is attached hereto. All Judicial Proceedings conducted pursuant to this Exhibit A shall be initially commenced in Crow Tribal Court. Any Judicial Proceedings conducted in Tribal Court shall be conducted in accordance with the substantive law of the Federal Arbitration Act and the procedural law of the Crow Tribal Court to the extent that such procedural law is not inconsistent with the Federal Arbitration Act and the procedures expressly provided herein.

(b) In the event that the Crow Tribal Court refuses to compel a party to

participate in arbitration proceedings, or to enforce an arbitration award as written, or to act on a request to vacate an arbitration award, within 60 days after commencement of Judicial Proceedings, or such further time as the parties may mutually agree, either party may transfer ("remove") the Judicial Proceedings from Crow Tribal Court to the United States District Court for the District of Montana, or if it lacks jurisdiction, to the Montana Twenty-Second Judicial District Court for Big Horn County, Montana.

(c) If allowed pursuant to subsection (b) above, removal of Judicial Proceedings from Crow Tribal Court may be accomplished by filing a notice of removal in Crow Tribal Court and filing an appropriate application in the appropriate federal or state court (the "Deciding Forum") in accordance with the procedural rules of that forum. The notice of removal and application need be executed on behalf of only the removing party, and such removal shall not be opposed or contested by the other party. Upon removal, all proceedings in Crow Tribal Court shall be stayed pending final resolution in the Deciding Forum, and all Tribal remedies shall be deemed exhausted. Upon final resolution of the matter, the order or judgment of the Deciding Forum may be entered in Crow Tribal Court.

(d) The parties waive any rights to pursue judicial proceedings related to the Agreement in any court except as provided in this Exhibit A.

1.3 Limited Waiver of Owner's Sovereign Immunity. The Crow Tribe of Indians unequivocally and irrevocably grants a limited waiver of its sovereign immunity from suit for the limited purpose of enforcing the Agreement by means of arbitration proceedings, Judicial Proceedings instituted for the purpose of compelling participation in arbitration proceedings, and Judicial Proceedings for the enforcement of arbitration awards, all in accordance with the provisions of this Exhibit A; provided, however, that:

(a) this limited waiver shall only extend to WBI Energy Transmission, its successors and assigns, and no other or third parties;

(b) this limited waiver shall not apply to proceedings in any court except the Judicial Proceedings as provided in Section 1.2 of this Exhibit A;

(c) this waiver shall extend only for a period of time until all the Crow Tribe's obligations are satisfied under the Agreement; and

(d) the monetary relief available against the Crow Tribe of Indians pursuant to this waiver shall be limited to amounts that are expressly due and payable pursuant to the Agreement (including the costs of arbitration if so awarded against the Owner pursuant to this Exhibit A), and shall not include any other indirect, consequential, tort, punitive or noncompensatory damages. In no event shall any judgment or other relief awarded pursuant to this limited waiver result in the encumbrance of any Tribal property or assets which are held in trust for the Crow Tribe by the United States of America.

9 U.S.C.A. § 10

§ 10. Same; vacation; grounds; rehearing

Currentness

(a) In any of the following cases the United States court in and for the district wherein the award was made may make an order vacating the award upon the application of any party to the arbitration--

- (1) where the award was procured by corruption, fraud, or undue means;
- (2) where there was evident partiality or corruption in the arbitrators, or either of them;
- (3) where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or
- (4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

(b) If an award is vacated and the time within which the agreement required the award to be made has not expired, the court may, in its discretion, direct a rehearing by the arbitrators.