



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

A Resolution entitled, "Approval of First Amended and Restated Grant Agreement between Crestwood Equity Partners, LP and Mandan, Hidatsa and Arikara Nation for Construction of a Head Start Facility in Mandaree."

- WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and
- WHEREAS,** Pursuant to Article III, Section 1 of the Constitution of the Three Affiliated Tribes, the Tribal Business Council is the governing body of the Three Affiliated Tribes; and
- WHEREAS,** Article VI, Section 5(1) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies and Tribal officials of the Reservation; and
- WHEREAS,** Article VI Section 5(c) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to administer any funds or property within the exclusive control of the Tribes and to make expenditures from available Tribal funds for public purposes of the Tribes; and
- WHEREAS,** The Tribal Business Council recognizes the importance of the Head Start Program to the children as well as parents living in the Mandan, Hidatsa and Arikara (MHA) Nation, and
- WHEREAS,** The MHA Nation approved by Resolution 16-154-LKH, on July 13, 2016, a Grant Agreement between Crestwood Equity Partners, LP ("Crestwood"), MHA Nation and West Segment Development Corporation whereby Crestwood will provide a grant of \$1,000,000.00 toward the construction of a Head Start facility in Mandaree, in the West Segment of the MHA Nation; and
- WHEREAS,** The construction contract for the Head Start building has been approved by West Segment and Crestwood, and all parties are ready to proceed with construction, and it is appropriate that the Grant Agreement be amended so that the grant moneys be deposited into a trust account to be held for the benefit of the West Segment, MHA Nation and Head Start, with payments made directly from the trust account to the contractor as the project progresses and in accordance with the payment schedule contained in the construction contract,



THEREFORE BE IT RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes reaffirms its approval of the proposed grant from Crestwood Equity Partners, LP for the construction of a Head Start facility in Mandaree and finds it to be in the best interests of the Head Start Program in Mandaree and the people of the West Segment and the MHA Nation;

BE IT FURTHER RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes hereby approves the attached First Amended and Restated Grant Agreement between Crestwood Equity Partners, LP, the Mandan, Hidatsa and Arikara Nation (Three Affiliated Tribes) and West Segment Development Corporation;

BE IT FINALLY RESOLVED, That the Tribal Business Council Chairman is hereby authorized to take such action as is necessary to carry out the terms and intent of this Resolution.

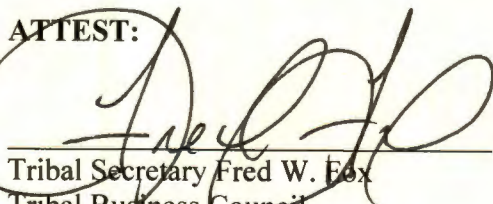
CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 20th day of April , 2017, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

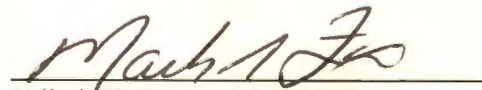
Chairman [X] Voting. [] Not Voting.

Dated this 20th day of April, 2017.

ATTEST:



Tribal Secretary Fred W. Fox
Tribal Business Council
Three Affiliated Tribes



Tribal Chairman, Mark N. Fox
Tribal Business Council
Three Affiliated Tribes

FIRST AMENDED AND RESTATED GRANT AGREEMENT

**Between
CRESTWOOD EQUITY PARTNERS, LP
and
MANDAN, HIDATSA, AND ARIKARA NATION**

THIS GRANT AGREEMENT ("Agreement") is entered into by Crestwood Equity Partners LP, a Delaware master limited partnership with its corporate offices located in Houston, Texas ("Donor"), and the Mandan, Hidatsa, and Arikara Nation d/b/a Three Affiliated Tribes of the Fort Berthold Indian Reservation, North Dakota (the "Tribes"), a federally recognized Indian tribe reorganized in accordance with 25 U.S.C. §§ 476 *et seq.* Donor and the Tribes may be individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

WHEREAS, the Tribes operate a Head Start Program ("Head Start") within the Fort Berthold Indian Reservation, North Dakota (the "Reservation"), Head Start being a governmental program of the Tribes that receives federal funds for educational programs and purposes provided within the Reservation; and

WHEREAS, the Tribes and Head Start, with the assistance of federal funds, operate Head Start facilities in each of the six segments within the Reservation, including the Mandaree (a.k.a. West) Segment; and

WHEREAS, the West Segment Development Corporation, a not for profit corporation organized under the Tribe's law, holds land it intends to utilize for a Head Start facility; and

WHEREAS, it is the Parties' intention for West Segment Development Corporation and Head Start to be a third-party beneficiary of this Agreement, and hereby confirm and adopt that intention; and

WHEREAS, the Donor is desirous of making a contribution to and assisting in the construction of a Head Start building ("Building") in Mandaree, to be known as the "Crestwood Mahgiddashda Center," subject to the Tribes and Head Start accepting certain terms and conditions imposed by the Donor with respect to such funding, as hereinafter provided; and

WHEREAS, the Tribes are desirous of accepting such funding to construct, furnish, and maintain the Building, as hereinafter defined, subject to the terms and conditions imposed by Donor.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

I. Funding by the Donor.

A. Subject to the Tribes obtaining financing for the entirety of the Building, the Donor shall provide the Tribes with funding in an aggregate amount ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) for: (i) the cost of the Building, including construction and related infrastructure; (ii) the cost of furnishing and completing the interior of the Building, which supports the "Purposes," as defined herein, for which the Building is being constructed; and (iii) "Directly Related Soft Costs and Fees," as defined herein, to be paid by the Donor to the Tribes. Donor's contributions as outlined in this Section shall collectively be referred to herein as "Donor's Funding."

B. Donor's Funding to be provided to the Tribes shall be limited solely to the amounts set forth under Section I(A) herein.

C. For purposes of Section I(A), hereof:

1. Donor's Funding shall be limited to payments made by the Tribes to third-party vendors with respect to the Building. These payments shall include, and be limited to: (i) the cost to construct the Building and related infrastructure; (ii) the cost of furnishing and completing the interior of the Building; and (iii) Directly Related Soft Costs and Fees.

2. No Donor's Funding shall fund or support costs related to any management, administrative or other internal costs that may be incurred by the Tribes or Head Start with respect to either: (i) the construction of the Building; or (ii) the management and administration of the Building; or (iii) programs offered in the Building after construction.

3. "Directly Related Soft Costs and Fees" are defined as and shall be specifically limited to those costs and fees which are (i) directly related to the design and construction of the Building; and (ii) paid by the Tribes to third-party vendors for architecture services, structural, mechanical and electrical engineering services, testing and inspection services, acoustical and audio/visual consulting services, permitting, security systems design services, and project oversight and management services, including those planning costs incurred by the Tribes pursuant to Section IV(D), herein.

II. Name of the Building.

A. The Building shall be named, and shall always be known as, the "Crestwood Mahgiddashda Center."

B. The name of the Building shall remain the "Crestwood Mahgiddashda Center" under any and all events and circumstances, including, but not limited to, the Building, for whatever reason: (i) being repaired, rehabilitated, renovated, overhauled, or improved; or (ii) being replaced by a new building, which shall become subject to the terms and conditions of this Agreement.

C. No part of the exterior or the interior of the Building, including, but not limited to, any classroom or other facility, shall be named after, or indicate the name of, any individual or entity other than the Donor, without the Donor's written consent.

III. Purposes of the Building.

The Building shall be used and operated primarily, in perpetuity, to carry out and support Head Start activities and in a manner consistent with the mission of Head Start or comparable early childhood education programs, and for such other cultural and social programs as may be suitable and that do not in any way conflict with the primary purposes (the "Purposes").

IV. Construction, Cost and Approval of the Building.

A. The Building shall: (i) be of sufficient size and design to permit Head Start to fulfill the Purposes of the Building; (ii) be located in the town of Mandaree, North Dakota in the West Segment of the Reservation; (iii) be built under the direction of the West Segment Development Corporation; and (iv) be built on land with respect to which the Tribes either (i) currently hold (and shall continue to hold while this Agreement is in effect) good and marketable title, free from any liens, mortgages, encumbrances, easements or restrictions; or (ii) are the beneficial owner thereof with title to such lands being held in trust in the name of the United States. As applicable, the Tribe represent that it owns and possesses (and shall continue to own and possess while this Agreement is in effect) all necessary rights to the use of the land on which the Building shall be built, including, all subsurface, surface, and air rights. The Tribes shall not modify the Building as set forth in the Plans, as defined in Section IV(D), (E) without the Donor's written consent.

B. All matters relating to the design and construction of the Building shall be the responsibility of the Tribes, as delegated to the West Segment Development Corporation ("WSDC"), Mandaree, North Dakota. The WSDC shall contract with highly skilled companies with extended experience in comparable work and which are capable of supplying appropriate performance and completion bonds as a guarantee of the completion of construction of the Building. The Tribes and WSDC shall be responsible for obtaining all legally applicable building, zoning and other required permits and licenses, the certificate of occupancy, and for complying with all other applicable regulatory matters necessary to ensure that the Building is fully suitable for its intended Purposes.

C. Additionally, the Tribes shall require the main/general contractor (the "Contractor") in charge of the Building's construction to obtain a Contractor Controlled Insurance Program acceptable to the Donor, in the Donor's absolute and sole discretion. No Donor's Funding shall be provided until the Tribes or WSDC demonstrate to the Donor that the Contractor has obtained the required Contractor Controlled Insurance Program, and the Donor approves the same.

D. The WSDC shall obtain architectural, construction and all other building plans, including all exhibits, specifications, budgets and construction schedules, for the design and construction of the Building (the "Plans"), all of which shall be submitted to the Donor prior to June 1, 2017 for the Donor's approval by June 15, 2017; unless the Donor and the WSDC agree otherwise, in writing, to extend the time deadline.

E. Upon Donor's approval of the Plans, the Tribes and WSDC:

1. Commit to, and shall thereafter, complete the construction of the Building in accordance with the Plans approved by the Donor, regardless of the Building's final cost; and

2. The target date of completion shall be November 30, 2018, notwithstanding the foregoing; the Building's construction shall begin no later than June 1, 2018.

V. Timing of Payments.

After Donor's final approval of the Plans, the Donor shall provide payments to the WSDC, care of a total of ONE MILLION AND 00/100 (\$1,000,000.00), for those costs delineated under Section I(A) (collectively the "Building Costs"), as follows:

A. The Donor shall pay such amounts in four (4) equal payments of TWO HUNDRED FIFTY

THOUSAND AND 00/100 DOLLARS (\$250,000.00) quarterly over a twelve (12) month period.

B. On or before the end of each calendar year quarter (each calendar year quarter ending on March 31, June 30, September 30 and December 31), the Donor shall pay over to the Tribes, care of Mahoney and Mahoney Trust Account, which account is owned and managed by Mahoney and Mahoney, Attorneys at Law, P.O. Box 355, Center, ND 58530, to be held in escrow and disbursed by Mahoney and Mahoney to the general contractor for the Building, as selected by the WSDC, Panther Development Investments, LLC, ("Panther") as hereinafter specified. Mahoney and Mahoney shall disburse and pay the sums to Panther as follows: (i) an initial disbursement in the amount of \$200,000.00 shall be immediately paid out of said escrow funds for preparation of the plans and specifications for the Building; (ii) the balance of the funds held in escrow, to the extent available, shall be paid to Panther in accordance with the payment schedule contained in the Construction Agreement for the Building, with retainage held in accordance therewith.

C. The Donor shall make the donated quarterly Donor's Funding payment to the Tribes no later than the end of each calendar year quarter, beginning with the quarter ending March 30, 2017. It is anticipated that Donor will provide additional commitments for donations from third parties.

D. Mahoney and Mahoney will provide to Donor, the Tribes, and WSDC, a full accounting of sums paid and to be paid to Panther from the escrow funds pursuant to the Construction Agreement. In the event the Donor disagrees with a payment made or proposed payment, the Donor will provide WSDC and the Tribes with written notice of the Donor's disagreement, and the reasons for the Donor's disagreement. Thereafter, the Donor, WSDC, and the Tribes shall meet to address the Donor's disagreement of the payment or proposed payment.

VI. Reporting by the WSDC on the Status of Construction.

A. Upon the commencement, and through the duration, of the Building's construction, the WSDC shall:

1. Advise the Donor as to any material changes and the extent, nature, and scope of such changes, with such material changes being subject to the approval of the Donor;

2. Provide the Donor calendar year quarterly construction reports (for each quarter ending March 31, June 30, September 30 and December 31) as to the: (i) Building Costs

incurred; (ii) percentage of the Building's completion; and (iii) status of the Building's construction via a month-by-month summary for the months in the preceding quarter;

3. Consult with Donor representatives from time-to-time as to the completion of the Building, and how current Building Costs relate to the original budget included in the Plans;

4. Exert all reasonable and practicable efforts to expedite the completion of the Building on a timely basis within established budgets; and

5. Provide copies of any building plans or business records reasonably requested by the Donor relating to the completion of the Building.

B. At all times during the Building's construction, the WSDC shall promptly notify the Donor in the event the Building's construction, both on a quarterly basis and an overall basis, appears to be three percent (3%) above the original Donor approved budget.

VII. Maintenance, Repair, Damage, Destruction of the Building, and Indemnification.

A. During and after the Building's construction, the Tribes and WSDC shall, at their sole cost and expense, keep and maintain the Building in excellent repair and condition, and promptly make all structural and non-structural, ordinary and extraordinary, repairs of every kind, including rehabilitating, renovating, or overhauling the Building, which may be required to be made upon or in connection with the Building or any part thereof in order to keep and maintain the Building in excellent repair and condition. The Building, as repaired, rehabilitated, renovated or overhauled in accordance with this Section, or as improved by the Tribes and WSDC, shall continue to be treated as the Building for all purposes of this Agreement, and shall continue to be subject to the terms and conditions of this Agreement.

B. If all or any part of the Building shall be damaged or destroyed by fire or other casualty, the Tribes and WSDC shall promptly and diligently after any such damage or destruction, at, as applicable, their sole cost and expense, repair or restore the Building, including by building a replacement Building where and when necessary, as nearly as may be possible under the circumstances, to the value and utility thereof existing immediately prior to such damage or destruction, irrespective of the availability or sufficiency of any fire or other insurance proceeds payable with respect thereto. The Building, as repaired, restored or replaced in accordance with this

Section, shall continue to be treated as the Building for all purposes of this Agreement, and shall continue to be subject to the terms and conditions of this Agreement.

C. The Tribes or WSDC shall also be required at all times to obtain and maintain property damage, including fire, flood, and casualty, insurance in a form and substance satisfactory to the Donor in its sole and absolute discretion. The insurance acquired by the Tribes or WSDC shall insure against property damage including insuring against claims for damage or injury to property of others occurring in or about the Building, and on, in or about the adjoining streets, passageways, parking areas, and walks.

D. The Tribes or WSDC shall also be required at all times to obtain and maintain public liability insurance in a form and substance satisfactory to Donor in its sole and absolute discretion. The public liability insurance shall protect the Tribes and WSDC against claims for bodily injury or death occurring in or about the Building and on, in or about the adjoining streets and passageways, parking areas, and walks.

E. If the Tribes determine that because of its age, condition or other justifiable reason, the Building has become obsolete and should be demolished, the Tribes shall have the option at such time of constructing a new building at their own cost and expense to replace the Building, which new building shall be treated as the Building for all purposes of this Agreement and shall be subject to the terms and conditions of this Agreement. The Tribes, as applicable, shall provide written notice of any determination made under this Section to the Donor within thirty (30) days after having made such determination, and no less than thirty (30) days prior to commencing demolition of the Building.

F. To the fullest extent permitted by law, the Tribes and/or Head Start jointly and severally, hereby indemnify and hold harmless Donor, and Donor's agents, employees, officers, and representatives, against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising or resulting from the activities of the Tribes and/or Head Start pertaining or related to the activities of the Tribes and/or Head Start occurring under the provisions of this Agreement. Such indemnity and hold harmless shall apply to the Tribes and/or Head Start and all individuals and entities acting on behalf of or representing the same and regardless of whether such claim, damage, loss, or expense is caused in part by the Party indemnified hereunder.

VIII. Breach by the Tribes or WSDC

In the event (i) that there is a breach by the Tribes or WSDC of any of the terms and conditions of this Agreement or (ii) a failure of the Tribes or WSDC to adequately and appropriately utilize the Donor's Funding as required herein, to be determined in Donor's sole discretion and each such event hereinafter a "Failure," which breach or Failure remains uncorrected for a period of thirty (30) days after receipt of a written notice from the Donor which sets forth the alleged breach or Failure, then, in addition to all other rights and remedies available to it, the Donor may, in its sole discretion do the following:

A. Terminate this Agreement, cancel any and all unpaid Donor's Funding payments, and require the return of all prior Donor's Funding payments made by the Donor to the Tribes that have not been previously paid to third-party vendors as of the date the Tribes receive Donor's notice of a breach or Failure; and.

B. Upon termination of this Agreement by Donor, Donor shall have no liability to the Tribes, WSDC or Head Start and shall be under no duty or obligation to remit any of Donor's Funding not remitted on the date the Tribes receive Donor's notice of a breach or failure.

C. In the event a dispute or controversy arises concerning the Tribes' or WSDC's specific performance in accordance with this Agreement, all such disputes, controversies or claims by the Donor arising out of or relating to this Agreement, shall be brought in the Tribal Court of the Tribes (the "Tribal Court"). The Parties agree that an action initiated in the Tribal Court shall be the sole remedy as to all disputes arising out of this Agreement. Tribal Court decisions may be appealed to the Tribes' Court of Appeals.

D. The Tribes grant a limited waiver of their sovereign immunity from suit to Donor for the sole purposes of enforcement of the terms and provisions of this Agreement.¹ The Parties agree that the Tribes limited waiver of sovereign immunity: (i) is irrevocable and forever applicable to any and all disputes between the Parties relating to or arising under this Agreement; and (ii) shall survive termination or expiration of this Agreement. The waiver of immunity shall be limited to the extent

¹ Prior to executing this Agreement, the Tribes, Nonprofit, and Head Start shall provide evidence that they have the authority to waive their immunity as applicable to this Agreement, and have waived such immunity. This evidence shall be incorporated herein, and attached hereto as Exhibit A.

necessary to permit Donor to initiate, prosecute, and assert claims and counterclaims in the Tribal Court and to seek specific performance of this Agreement by the Tribes and/or WSDC.

E. The limited waiver of immunity contained in this Agreement shall: (i) not apply to any arbitration or judicial proceeding brought by any third-party; (ii) apply solely to this Agreement; and (iii) not waive the sovereign immunity as to any other matter.

VIII. Impossibility or Impracticality of Fulfillment.

In the event that the Tribes determine that the use of the Building in order to carry out the Purposes becomes impossible or impractical, the Tribes shall provide the Donor of written notice to that effect. This Agreement shall terminate and shall be of no further force and effect upon dispatch of the Tribes written notice to the Donor in accordance with this Section, and whereupon Donor shall be fully relieved from and released from remitting Donor's Funding .

IV. Interpretation.

This Agreement shall be interpreted and enforced in accordance with the laws of North Dakota, regardless of the place of execution or performance. Wherever the context permits, nouns, pronouns, and verbs shall be construed as masculine, feminine, or neuter, and singular or plural. The section headings are for convenient reference, and shall not be used to affect the meaning of any section.

V. AMENDMENT.

The terms and conditions hereof may be changed, amended, or modified only upon the written agreement of the Parties.

VI. NOTICES.

All notices, requests and other communications under this Agreement shall be effectively given only if in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized and receipted overnight courier service (such as Federal Express) guaranteeing next business day delivery, addressed as follows, or to such other addresses provided by the Parties in writing:

If intended for the Donor:

Crestwood Equity Partners LP
Attn: General Counsel
700 Louisiana Street, Suite 2550
Houston, Texas 77002

If intended for the Tribes:

Three Affiliated Tribes
Attn: Counsel
404 Frontage Road
New Town, North Dakota 58763-9402

If intended for the WSDC:

West Segment Development Corporation
Attn: Delvin Reeves, President
404 4th Ave. NE, Ridge Road
Mandaree, North Dakota 58757

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the third business day after proper mailing thereof (in the case of United States registered or certified mail) or on the date of the delivery thereof to a courier service as aforesaid, and may be given on behalf of either party by its counsel.

VII. SUCCESSORS AND ASSIGNS.

All of the terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties. However, this Agreement may not be assigned, transferred, or conveyed in any manner, including via operation of law, without the Donor's prior written approval. This prohibition shall also extend to changes in control and other transfers via operation of law.

VIII. AUTHORITY.

The undersigned persons warrant that they are duly authorized to execute this Agreement on behalf of their respective entities.²

IX. COUNTERPARTS.

² Prior to executing this Agreement, each Party shall provide the other Parties with evidence that it has the authority to execute this Agreement, and that the individual executing the Agreement on behalf of each Party is vested with the authority to so execute. This evidence shall be incorporated herein, and attached hereto as Exhibit B.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. All such counterpart signatures shall be read as though and shall have the same force and effect as though all the signatories had signed a single signature page.

[Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the ____ day of December, 2016.

Crestwood Equity Partners LP
By: Crestwood Equity GP LLC
Its General Partner

By: Robert G. Phillips
Title: Chairman, President and CEO

**Three Affiliated Tribes of
the Fort Berthold Indian Reservation, North Dakota**

By: _____
Title: _____

Head Start – Third Party Beneficiary Hereunder

By: _____
Title: _____

West Segment Development Corporation – Third Party Beneficiary Hereunder

By: _____
Title: _____