

EXHIBIT M

EXHIBIT M-1

SHOSHONE AND ARAPAHOE TRIBAL COURT
WIND RIVER INDIAN RESERVATION
FORT WASHAKIE, WYOMING

THE ESTATE OF JEREMY JORGENSEN,)	
)	
Plaintiff,)	
)	
NORTHERN ARAPAHO TRIBE,)	
)	
Plaintiff-Intervenor,)	Civil Action No. CV-09-0012
v.)	Consolidated
)	
DHS DRILLING COMPANY,)	
a Colorado Corporation; and)	
ENCANA OIL AND GAS (USA),)	
a Delaware Corporation,)	
Defendants.)	

**NORTHERN ARAPAHO TRIBE'S MOTION TO INTERVENE AND
MOTION FOR SUSPENSION OF SCHEDULING DEADLINES**

The Northern Arapaho Tribe ["Tribe" or "NAT"] hereby moves to intervene as Plaintiff in the above-captioned matter, pursuant to SARCP Rule 10. Attached hereto is the Tribe's Complaint in intervention. Filed herewith is the Tribe's Memorandum in Support of this Motion.

If intervention is granted by the Court, the NAT moves for an Order suspending the schedule and deadlines in this matter until such time as Defendants can file and serve their Answers to (or appropriate motions regarding) the Tribe's Complaint in Intervention.

WHEREFORE, the NAT prays that this Court grant its Motion to Intervene for reasons set forth in its Memorandum in Support and suspend the schedule and deadlines in this matter pending the filing and service of Defendants' Answers to (or appropriate motions regarding) the Tribe's Complaint in Intervention and pending further Order of the Court.

DATED this 21st day of December, 2010.

Respectfully submitted,



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CERTIFICATE OF SERVICE


I hereby certify that the foregoing Northern Arapaho Tribe's Motion to Intervene was served by faxing a true copy thereof on the 21st day of December, 2010, addressed as follows:

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EXHIBIT M-2

SHOSHONE AND ARAPAHOE TRIBAL COURT
WIND RIVER INDIAN RESERVATION
FORT WASHAKIE, WYOMING

THE ESTATE OF JEREMY JORGENSEN,)	
)	
Plaintiff,)	
)	
NORTHERN ARAPAHO TRIBE,)	
)	
Plaintiff-Intervenor,)	Civil Action No. CV-09-0012
v.)	Consolidated
)	
DHS DRILLING COMPANY,)	
a Colorado Corporation; and)	
ENCANA OIL AND GAS (USA),)	
a Delaware Corporation,)	
Defendants.)	

**NORTHERN ARAPAHO TRIBE'S
MEMORANDUM IN SUPPORT OF MOTION TO INTERVENE**

The Northern Arapaho Tribe ["Tribe" or "NAT"] hereby submits this Memorandum in support of its Motion to Intervene as Plaintiff in the above-captioned matter. The Court should grant the Tribe's Motion because, pursuant to SARCP Rule 10 (Intervention), the Tribe has property interests which may be affected by this action and because the Tribe's claims involve certain questions of law or fact common to those raised in this action. Rule 10 is specifically set forth in the SARCP, making reference to the Federal Rules of Civil Procedure pursuant to SARCP Rule 1(4) unnecessary. Nonetheless, an application of FRCP Rule 24 (Intervention) would also support approval of the Tribe's Motion to Intervene.

I. Introduction

The Northern Arapaho Tribe is a federally recognized Tribe located on the Wind River Reservation. NAT has important interests in this action as a sovereign, as a property owner and as party to certain agreements with the Defendants.

The Defendants' motions to dismiss this action for lack of jurisdiction directly implicate the sovereign interests of the NAT with respect to the authority of this Court to adjudicate the claims of the parties, the authority of the Tribe to regulate workplace safety on tribal oil and gas leases, the introduction and use of liquor in Indian country, the proper application and enforcement of Title X (Tribal Employment Rights Ordinance) of the Shoshone and Arapaho Law and Order Code (S&A LOC), violations of business licenses issued by the Tribes to Defendants, and related matters.

Certain allegations, claims, and defenses raised by the parties also directly implicate the property and contract rights of the NAT with respect to its tribal lands, the severance of its trust minerals, the lease of its minerals to Defendant Encana Oil and Gas ["Encana"], its TERO contracts with Encana and DHS' Drilling Company ["DHS"], Defendants' respective business licenses, and related matters.

II. SARCP Rule 10

The Rule provides that "A person may intervene and be treated in all respects as a party to an action in cases in which property he has an interest in may be affected or a question of law or fact common to a claim of his may be litigated." SARCP 10.

A. Effect on Property Interests of the NAT.

The NAT is co-owner with the Eastern Shoshone Tribe of the mineral estate which is the subject of Tribal Oil and Gas Lease serial #14-20-0258-1318 (“lease”) (see Order of Court dated May 20, 2010). The Lease requires Encana to “carry on all operations in accordance with approved methods and practices... and for the health and safety of workmen and employees...” Plaintiff Jorgenson alleges facts which, if proven at trial, may establish a breach of these lease terms by Encana. A breach of the lease can result in default and termination of the lease or other remedies for the protection of the Tribe. Determinations by the Court in this action can have a direct effect on the property interests of the Tribe.

Encana and DHS have each entered into a TERO agreement that requires them, among other things, to provide a safe work environment for TERO workers like Jorgenson and for payment of fees to support the TERO program. Determinations regarding the breach or enforceability of the TERO contracts with Encana and DHS may affect the Tribe’s interests in those agreements.

Therefore, determinations of fact and conclusions of law by the Court in this action may have a direct effect on the property and contractual interests and rights of the NAT (see attached Complaint in Intervention).

B. Common Questions of Law or Fact.

The NAT is a sovereign government. The parties to this action raise a series of questions of law or fact regarding the Tribe’s territorial jurisdiction and scope of regulatory authority within the Reservation. The Tribe’s claim for declaratory relief presents these same questions (see attached Complaint in Intervention).

In the U.S. District Court, Defendants unsuccessfully challenged the jurisdiction of this Court to determine the claims made by Plaintiff. Encana and DHS have now filed motions for summary judgment before this Court arguing that the Court lacks jurisdiction, this time on the grounds that the site giving rise to Plaintiff Jorgenson's claims is not within the boundaries of the Wind River Reservation (see DHS' Memorandum in support of its Motion, p.17). It is axiomatic that affected governments have a direct and critical interest in the boundaries of their territorial jurisdiction, as well as the scope of their authority within that territory. See New Jersey v. New York, 523 U.S. 767, 118 S.Ct. 1726, 140 L.Ed.2d 993 (1998); California v. Nevada, 447 U.S. 125, 100 S.Ct. 2064, 65 L.Ed.2d 1 (1980); Mississippi v. Arkansas, 415 U.S. 289, 94 S.Ct. 1046, 39 L.Ed. 2d 333 (1974). A determination by this Court of the boundaries of the Wind River Reservation, and the authority of the Tribe to regulate conduct within those boundaries, directly involve questions of law and fact common to NAT's claims for declaratory and injunctive relief (see Complaint in Intervention).

DHS' latest argument, directly if not by implication, is that its TERO agreement with the Tribe is invalid or unenforceable because DHS was not conducting its activities within the Reservation (see DHS' Memorandum in support of its Motion, p.14). A determination of the facts and law as presented by DHS may also affect the enforceability of the TERO agreement, the Tribe's rights and remedies with respect to it, and the applicability to Defendants of Title X and other provisions of the S&A LOC.

Defendants have each been granted a business license by the Tribes. Said licenses may be denied or revoked if, *inter alia*, the conduct of the licensee "would pose a danger to the health or welfare of reservation residents" or would be inconsistent with tribal laws. This Court's

findings regarding the claims of Plaintiff Jorgenson could have a direct effect on the potential revocation of such licenses or the issuance of future licenses to Defendants to conduct business on the Wind River Reservation.

Because there are common questions of law or fact involved in Plaintiff Jorgenson's claims and those of the NAT, the Tribe should be permitted to intervene.

III. Fed. R. Civ. P. Rule 24

SARCP Rule 1(4) provides that "[a]ny procedures or matters not specifically set forth herein shall be handled in accordance with the Federal Rules of Civil Procedure insofar as such are not inconsistent with these rules, and with general principles of fairness and justice as prescribed and interpreted by the court." SARCP Rule 10 specifically sets forth the rule applicable in this court regarding the intervention of parties. Therefore, reference to the Federal Rules is unnecessary. However, it is worth noting that the Tribe would nonetheless have a right to intervene under Fed. R. Civ. P. 24(a)(2). The standards developed under the federal rules provide a useful framework for the interpretation of SARCP Rule 10. Under Fed. R. Civ. P. 24, an applicant is entitled to intervene as of right if it meets the following four criteria:

(1) the motion to intervene is timely; (2) the proposed intervenors have a significant legal interest in the subject matter of the pending litigation; (3) the disposition of the action may impair or impede the proposed intervenors' ability to protect their legal interest; and (4) the parties to the litigation cannot adequately protect the proposed intervenor's interest.

Elliott Indus. Ltd. Partnership v. B.P. Amoco Prod. Co., 407 F.3d 1091, 1103 (10th Cir. 2005);

Utah Ass'n of Counties v. Clinton, 255 F.3d 1246, 1249 (10th Cir. 2001).

The purpose of Rule 24(a)(2) requires that courts approach it with a thoughtful and practical consideration of the objects the rule is intended to serve. Utahans for Better

Transportation v. United States Dept. of Transportation, 295 F.3d 1111, 1115 (10th Cir. 2002).

Therefore, courts must construe Rule 24(a)(2) liberally and in favor of allowing intervention. Id.

A leading treatise explains that: “The central purpose of the 1966 amendment was to allow intervention by those who might be practically disadvantaged by the disposition of the action and to repudiate the view, [under the former rule], that intervention must be limited to those who would be legally bound as a matter of res judicata.” 7C WRIGHT, MILLER & KANE, Federal Practice and Procedure: Civil 2d Sec. 1098, at 301 (1986).

As set forth below, the Tribe can satisfy all four conditions and, under both the federal and Tribal rules, should be granted leave to intervene as a matter of right.

A. The Northern Arapaho Tribe Has a Significantly Protectable Interest

An applicant for intervention must have “an interest relating to the property or transaction which is the subject of the case.” Fed. R. Civ. P. 24(a)(2). To meet this condition, the applicant must have an interest that is direct, substantial and legally protectable. Utah Ass’n of Counties, 255 F.3d at 1251; see also Donaldson v. United States, 400 U.S. 517, 531, 91 S.Ct. 534, 27 L.Ed.2d 580 (1971) (stating that such interest must be “significantly protectable”). “The sufficiency of the applicant’s interest is a highly fact-specific determination.” Utahans for Better Transportation, 295 F.2d at 1115. The “interest test is primarily a practical guide to disposing of lawsuits by involving as many apparently concerned persons as is compatible with efficiency and due process.” Id. “The interest of the intervenor is not measured by the particular issue before the court but is instead measured by whether the interest the intervenor claims is related to the property that is the subject of the action.” Utah Ass’n of Counties, 255 F.3d at 1252. Most

federal courts, including the Tenth Circuit Court of Appeals, follow a “liberal line in allowing intervention.” National Farm Lines v. ICC, 564 F.2d 381, 384 (10th Cir. 1977).

The property and other interests which are the subject of the Tribe’s claims (see Complaint in Intervention) include the mineral estate held in trust by the United States for the Tribe, its leasehold interests in that estate, the terms of its lease with Encana, its contracts with Encana and DHS regarding, among other matters, the payment of TERO fees and provision of a safe work environment, enforcement of the conditions of Defendants’ business licenses, and the enforcement of tribal law. The locus of the Plaintiff Jorgenson’s claim is within the jurisdiction of the Tribe, and any unsafe practices or illegal activities implicate tribal sovereignty. Defendants have challenged the governmental authority of the Tribe. As noted above, a claim of territorial sovereignty is a legally protectable interest. New Jersey v. New York, 523 U.S. 767, 118 S.Ct. 1726, 140 L.Ed.2d 993 (1998); California v. Nevada, 447 U.S. 125, 100 S.Ct. 2064, 65 L.Ed.2d 1 (1980); Mississippi v. Arkansas, 415 U.S. 289, 94 S.Ct. 1046, 39 L.Ed. 2d 333 (1974).

2. Disposition of the Action Would Impair or Impede the Tribe’s Interests

The Tribe’s interests in this action include the scope of its territorial sovereignty, its property (mineral estate), its leasehold, and its contractual rights. All could potentially be impaired or impeded by determinations made by the Court. When determining whether a significantly protectable interest would be “impaired” or “impeded” by the disposition of an action, “a would-be intervenor must show only that impairment of its substantial legal interest is possible if intervention is denied. This burden is minimal.” JAMES W. MOORE, ET AL., Moore’s Federal Practice (24.03[3][a] at 24-42 (3d ed. 2003)). In other words, a non-party should be allowed to participate in the litigation if it would otherwise “be unfair to decide the case and

injure the non-party.” *Id.* The question is “not separate from the question of existence of an interest.” Natural Resources Defense Council v. United States Nuclear Regulatory Comm’n, 578 F.2d 1341, 1345 (10th Cir. 1978).

3. Plaintiff Does Not Adequately Represent the Tribe’s Interests

Where, as here, Plaintiff Jorgenson has no sovereignty rights at all and its property interests and claims are different from those of the Tribe, intervention should be granted. A government’s representation of many broad interests generally precludes it from adequately representing an intervening party’s more narrow and discrete interests. *See, San Juan County, Utah, v United States*, 503 F.3d 1163 (10th Cir. 2007); Utahns for Better Transportation, 295 F.3d at 1117. Likewise, a private party’s more narrow interests prevent it from adequately representing the broader interests of a governing body. Even though Plaintiff Jorgenson has argued in support of this Court’s jurisdiction to hear its claims, the Tribe’s broader rights and interests simply cannot be given sufficient attention by Plaintiff Jorgenson alone. *See*, 7C Federal Practice & Procedure Sec.1909 at 319 (when a would-be intervenor’s interest is similar to, but not identical with, that of one of the existing parties, the applicant should be allowed to intervene).

It is well established that a proposed intervenor has only the “minimal burden” of showing that existing parties may not adequately represent its interests. Trbovich v. United Mine Workers, 404 U.S. 528, 538 n. 10, 92 S. Ct. 630, 30 L.Ed.2d 686 (1972); Natural Resources Defense Council v. United States Nuclear Reg. Comm’n, 578 F.2d 1341, 1346 (10th Cir. 1978). “Although an applicant for intervention as of right bears the burden of showing inadequate representation, that burden is the ‘minimal’ one of showing that representation ‘may’ be

inadequate.” Utah Ass’n of Counties v. Clinton, 255 F.3d 1246, 1254 (10th Cir. 2001) (internal citations omitted). The proposed intervenor is deemed the best judge of whether its own interests will be adequately represented by the existing parties. 7C WRIGHT, MILLER & KANE, Federal Practice and Procedure Sec.1909 at 317 (2d ed. 1986); 6 JAMES W. MOORE, ET AL., Moore’s Federal Practice Sec.24.03 [4][l][I] at 43 (“the applicant should be treated as the best judge of whether the existing parties adequately represent his or her interest”). Any doubt regarding the adequacy of representation should be resolved in favor of the proposed intervenor. Moore’s Federal Practice Sec.24.03 [4][a][I] at 43.

In addition, there is a substantial risk that Plaintiff Jorgenson might seek to resolve this matter by settlement or a limited ruling from this Court that would adversely affect the Tribe’s sovereignty, trust property, leasehold, or contract interests. Therefore, it is imperative that the Tribe be a party to this case so that it has a full and fair opportunity to develop and present its arguments to the Court.

4. The Tribe’s Motion is Timely

Whether a motion to intervene is timely depends upon an evaluation of all the circumstances, including “[1] the length of time since the applicant knew of his interest in the case, [2] prejudice to the existing parties, [3] prejudice to the applicant, and [4] the existence of any unusual circumstances.” Sanguine v. U.S. Dept. Of Interior, 736 F.2d 1416, 1418 (10th Cir. 1984). In Sanguine, applicants for intervention were tribal members with affected oil and gas interests. They filed a motion to intervene more than thirty days after entry of judgment. In determining that the motion was timely, the Court of Appeals, upholding the district court, noted

that the applicants would suffer prejudice if not allowed to intervene and that they had not learned of their interest until approximately two weeks after entry of judgment.

In the Tenth Circuit, delay in seeking intervention is measured “from when the movant was on notice that its interests may not be protected by a party already in the case.” Oklahoma v. Tyson Foods, Inc., 619 F.3d 1223, 1232 (10th Cir. 2010).

In the instant case, DHS filed its Motion for Summary Judgment on December 1, 2010. To the Tribe’s knowledge, DHS’ arguments that the location of Tribal Oil and Gas Lease serial #14-20-0258-1318 is *not* within the boundaries of the Reservation, and that the TERO agreement is therefore unenforceable, are brand new. Although scheduling deadlines will need to be adjusted, a reasonable delay is outweighed by the likely prejudice to the Tribe’s interests should intervention be denied.

If Fed. R. Civ. P. 24(a) were applied, the Court should find that the Tribe is entitled to intervene in this litigation as a matter of right. The motion is timely and is necessary to protect the Tribe’s significant interests, which are the subject of this litigation. If the Tribe’s motion is denied, it is so situated that the disposition of this action, as a practical matter, can impede or impair the ability to protect its interests in present and future proceedings. In addition, the Tribe’s interests are not adequately represented by the existing parties in this litigation. Therefore, the Tribe must be allowed to intervene.

If Fed. R. Civ. P. 24(b) (permissive intervention) were applied, the Tribe should be allowed to intervene by permission of the Court. The Rule provides in part:

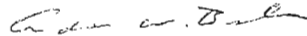
Upon timely application anyone may be permitted to intervene in an action: ...(2) When an applicant’s claim or defense and the main action have a question of law or fact in

common.... In exercising its discretion, the court shall consider whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties.

As is evident, the Tribe presents questions of law and fact implicated in the pending action. Moreover, the parties to this litigation will not be prejudiced by the requested intervention. While some delay might be involved, the Court will benefit from the views of the Tribe regarding important issues of sovereign authority.

DATED this 21st day of December, 2010.

Respectfully submitted,



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CERTIFICATE OF SERVICE

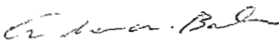
I hereby certify that the foregoing Northern Arapaho Tribe's Memorandum in Support of Motion to Intervene was served by faxing a true copy thereof on the 21st day of December, 2010, addressed as follows:

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Andrew W. Baldwin

EXHIBIT M-3

SHOSHONE AND ARAPAHOE TRIBAL COURT
WIND RIVER INDIAN RESERVATION
FORT WASHAKIE, WYOMING

THE ESTATE OF JEREMY JORGENSEN,)	
)	
Plaintiff,)	
)	
NORTHERN ARAPAHO TRIBE,)	
)	
Plaintiff-Intervenor,)	
v.)	Civil Action No. CV-09-0012
)	Consolidated
DHS DRILLING COMPANY,)	
a Colorado corporation; and)	
ENCANA OIL AND GAS (USA),)	
a Delaware corporation,)	
)	
Defendants.)	

COMPLAINT OF INTERVENOR NORTHERN ARAPAHO TRIBE

COMES NOW the Plaintiff-Intervenor, Northern Arapaho Tribe (“Tribe” or “NAT”), for its complaint against the above-named Defendants and states as follows:

Parties

1. The NAT is a federally recognized Indian Tribe of the Wind River Indian Reservation.

2. Jeremy Jorgenson (deceased) was an enrolled member of the Eastern Shoshone Tribe.

The Estate of Jeremy Jorgenson (“Plaintiff Jorgenson”) has filed suit herein, asserting certain claims against Defendants.

3. Defendant Encana Oil and Gas (“Encana”) is a company doing business on the Wind River Indian Reservation pursuant, in part, to an oil and gas lease with the Eastern Shoshone and Northern Arapaho Tribes (“Tribes”). Encana is also doing business on the Reservation pursuant

to one or more agreements between Encana and the Tribes' Tribal Employment Rights Office ("TERO") and an annual business license from the Tribes.

4. DHS Drilling Company ("DHS") is a company doing business on the Wind River Indian Reservation pursuant, in part, to its contract with Encana and Encana's oil and gas lease with the Tribes. DHS is also doing business on the Reservation pursuant to one or more agreements between DHS and TERO and an annual business license from the Tribes.

Facts Common to All Causes of Action

5. Encana is a successor in interest to an oil and gas lease for the development or extraction of oil and gas owned by the Tribes (Lease No. 14-20-0258-1318) (Exhibit A). Such Lease provides, *inter alia*, that the Lessee shall "carry on all operations in accordance with approved methods and practices... and for the health and safety of workmen and employees...". Encana also operates pursuant to an agreement with TERO which provides, *inter alia*, that Encana's operations take place "upon the Wind River Indian Reservation" and that Encana shall comply with the provisions of the Shoshone and Arapaho Law & Order Code ("S&A LOC"), Title X (TERO) (Exhibit B). Encana also operates pursuant to an annual business license issued by the Tribes under S&A LOC 14-17-1 *et seq.* (Exhibit C). Said license may be denied or revoked if, *inter alia*, the proposed business "would pose a danger to the health or welfare of reservation residents" or would be inconsistent with tribal laws.

6. DHS operates pursuant to the above-described Lease, as a sub-contractor of Encana. DHS also operates pursuant to an agreement with TERO which provides, *inter alia*, that DHS's operations take place "upon the Wind River Indian Reservation" and that DHS shall comply with the provisions of the S&A LOC, Title X (TERO) (Exhibit D). DHS also operates pursuant to an

annual business license issued by the Tribes under S&A LOC 14-17-1 *et seq.* (Exhibit E). Said license may be denied or revoked if, *inter alia*, the proposed business “would pose a danger to the health or welfare of reservation residents” or would be inconsistent with tribal laws.

7. Plaintiff Jorgenson has asserted that this Court and the Tribes have jurisdiction over Plaintiff’s claims and the Defendants herein. Defendants have denied the same.

8. Plaintiff Jorgenson has asserted that Encana and DHS have, *inter alia*, created or contributed to circumstances giving rise to the use of alcohol and intoxication of Jeremy Jorgenson (who was under the age of 21) and unsafe working conditions at the lease site.

9. Each Defendant’s conduct as set forth herein was and is intentional.

10. As a direct result of Defendants’ conduct set forth herein, the NAT has suffered damages.

11. The NAT is entitled to damages in amounts to be established at trial.

12. As a result of Defendants’ conduct set forth herein, the NAT has been subject to violations of its sovereign rights which are *ipso facto* irreparable.

I. Declaratory Judgment

13. The NAT is co-owner with the Eastern Shoshone Tribe of the mineral estate on those lands which are the subject of the above-described Lease. The surface estate is subservient to the dominant, mineral estate. The surface estate consists of lands within the boundaries of the Wind River Reservation and is subject to a vested interest in the Tribe.

14. The NAT has legitimate interests in workplace safety, including the regulation of alcohol use, in connection with conduct undertaken pursuant to the above-described Lease for the extraction of oil and gas owned by the Tribe.

15. Defendants have had possession of and have distributed or given away alcohol at the lease site in violation of federal law and the laws of the Tribes.

16. The Tribes have jurisdiction to regulate the conduct of Defendants undertaken pursuant to the above-described Lease for the extraction of oil and gas owned by the Tribe, including such conduct as it relates to the claims made by Plaintiff Jorgenson.

17. This Court has jurisdiction over the claims set forth in the Complaint filed by Plaintiff Jorgenson and over the Defendants.

18. This Court has jurisdiction over the claims set forth in this Complaint filed by the NAT and over the Defendants.

19. Plaintiff Jorgenson is an intended third party beneficiary of the above-described Lease, sub-contract between Encana and DHS, TERO agreements between the Tribes and Defendants, and business licenses issued by the Tribes to Defendants.

20. Encana has breached the above-described Lease; both Defendants have breached their respective TERO agreements with the Tribes; both Defendants have violated the terms of their respective business licenses issued by the Tribes; and both Defendants have violated the laws of the Tribes as will be specifically established at trial.

II. Breach of Contract (Lease)

21. Plaintiff-Intervenor re-alleges and restates the preceding paragraphs.

22. Encana has breached the terms of the above-described Lease, including those terms which require Encana to conduct all operations pursuant to applicable regulations and for the health and safety of workmen and employees. Such breach constitutes a default under the terms of said Lease.

III. Breach of Contract (TERO Agreement)

23. Plaintiff-Intervenor re-alleges and restates the preceding paragraphs.

24. Compliance with the TERO agreements is an on-going condition for the conduct of business by Encana and DHS within the Wind River Reservation.

25. Encana and DHS have breached the terms of the above-described TERO agreements, including those terms which require Encana and DHS to comply with the provisions of applicable Tribal law and in which Defendants agree that they are conducting business within the Wind River Indian Reservation. Such breach constitutes a default under the terms of such agreements and a violation of the laws of the Tribes.

26. Defendants have asserted during the course of this litigation that TERO lacks jurisdiction over them and that fees paid by them to TERO were paid by “mistake” or “gratuitously.” Such assertions constitute a repudiation and breach of the TERO agreements.

IV. Violations of Business Licenses and Tribal Law

27. Plaintiff-Intervenor re-alleges and restates the preceding paragraphs.

28. Compliance with the terms of the business licenses is an on-going condition for the conduct of business by Encana and DHS within the Wind River Reservation.

29. Encana and DHS have breached the terms of their respective business licenses and violated the laws of the Tribes.

V. Breach of Covenants of Good Faith and Fair Dealing

30. Plaintiff-Intervenor re-alleges and restates the preceding paragraphs.

31. Defendants have breached their implied covenants of good faith and fair dealing.

VI. Trespass

32. Plaintiff-Intervenor re-alleges and restates the preceding paragraphs.

33. Defendants' violations of the Lease agreement, the terms of the business licenses, the TERO agreements, and the laws of the Tribe are unlawful and beyond the scope of Defendants' authorization to develop minerals owned by the Tribe and constitute trespass.

34. Encana's continuing presence on the site of the above-described Lease, or elsewhere on the Wind River Reservation, is a trespass upon the property of the NAT.

35. DHS's continuing presence on the site of the above-describe Lease, or elsewhere on the Wind River Reservation, is a trespass upon the property of the NAT.

36. Each Defendant's invasion and use of the property at issue is a violation of NAT's rights of ownership.

37. Through the unauthorized entry onto and use of NATs' property, Encana has usurped profits that flow from the extraction of Tribal minerals.

38. At the time of the actions and conduct complained of, Defendants Encana and DHS had an obligation to respect NAT's property rights and to respect and abide by the laws of the Tribes.

39. The purpose and spirit of the laws of the Tribes have been and are continuing to be frustrated in their purpose by the acts of Defendants Encana and DHS.

40. As a result of the intentional actions of Defendants Encana and DHS, the NAT has incurred expenses, has suffered lost revenue and has been subjected to violations of its sovereign rights which are *ipso facto* irreparable.

41. The NAT is entitled to damages in amounts to be established at trial.

WHEREFORE, the NAT prays for judgment against Defendants herein as follows:

A. For declaratory judgment as sought and set forth in paragraphs 9 through 16 of this Complaint, including a declaration that this Court has jurisdiction over the claims made by Plaintiff Jorgenson and the NAT herein and jurisdiction over Defendants;

B. For a declaration stating that Defendants, by virtue of their operations on the Wind River Indian Reservation in violation of applicable agreements and the laws of the Tribes, are liable for trespass;

C. For a declaration stating that the conduct of Defendants as described was willful, wanton, shocking to the conscious, and carried out with blatant disregard to the rights of NAT;

D. For nominal damages;

E. For actual damages in amounts to be established at trial;

F. For compensatory damages, including damages for the wrongful conversion of revenues associated with the sale of minerals extracted pursuant to the above-described Lease in amounts to be determined at trial;

G. For compensatory damages to be trebled under applicable principles of law;

H. For exemplary damages for trespass in amounts to be determined at trial by the trier of fact;

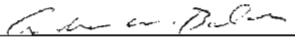
I. For the costs and disbursements of this action;

J. For attorney fees; and

K. For such other and further relief and damages as the Court deems proper.

DATED this 21st day of December, 2010.

Respectfully submitted,



Andrew W. Baldwin
Berthenia S. Crocker
Kelly A. Rudd
Baldwin, Crocker & Rudd, P.C.
Attorneys for Northern Arapaho Tribe
P.O. Box 1229
Lander, WY 82520-1229
(307) 332-3385
(307) 332-2507 fax

CERTIFICATE OF SERVICE


I hereby certify that the foregoing Complaint of Intervenor Northern Arapaho Tribe was served by depositing a true copy thereof in the United States Mail, postage prepaid, on the 21st day of December, 2010, addressed as follows:

John R. Vincent
Joel M. Vincent
Jessica Rutzick
Vincent & Rutzick, LLC
301 E. Adams
Riverton, WY 82501

Jeff S. Meyer
James C. Worthen
Murane & Bostwick
201 N. Wolcott Street
Casper, WY 82601

Patrick J. Murphy
Williams, Porter, et al.
P.O. Box 10700
Casper, WY 82602

Kimberly Varilek
Attorney General, Eastern Shoshone Tribe
P.O. Box 538
Ft. Washakie, WY 82514



Andrew W. Baldwin

Form No. 4-1108
2nd Edition
Sept. 1953UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTForm approved
Bureau of Land Management
WYOMING**COPY**

OFFER TO LEASE AND LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

Serial No. 024513
Receipt No. 94243

THIS OFFER WILL BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS.

(Fill in on a typewriter or print plainly in ink and sign in ink)

J. F. Hornbeck

208 Read Block

Cheyenne, Wyoming

RECEIVED
NOV 17 1953
2 34 PM14-20-0258-1318
7013185459PLEASE NOTIFY THE
SIGNING OFFICER OF
ANY CHANGE OF ADDRESS.

hereby offers to lease all or any of the lands described in item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U.S.C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

2. Land requested

Wyoming Fremont
(State) (County)
T. 4-N R. 3-E WindRiver Meridian
Section 19; All
Section 18; W $\frac{1}{2}$
Twp. 4-N Rge 3-E WindRiver Mer.
Section 13; E $\frac{1}{2}$
Section 24; E $\frac{1}{2}$

3. Land included in lease

WYOMING FREMONT
(State) (County)
T. 4-N R. 3-E W. R. Meridian
sec. 19, lots 1, 2, 3, 4, NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$,
N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$,
SW $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$,
SW $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, MW $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;These lands were restored to the
Public Domain under the Act of
Aug. 15, 1953, (67 Stat. 592-613).

Total Area 1600 Acres

Total Area 612.64 Acres Rental retained \$306.50

4. Amount remitted: Filing fee \$10, Rental \$ 800.00 Total \$ 810.00

5. Undesignated certifies as follows:

(a) Offeror is a citizen of the United States. Native born Yes Naturalized Corporation or other legal entity (specify what kind):

(b) Offeror's interests direct and indirect in oil and gas leases and applications or offers therefor including this offer in the same State do not exceed 15,380 chargeable acres. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

7. It is hereby certified that the statements made herein are true, complete and correct to the best of offeror's knowledge and belief, and are made in good faith.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 17th day of November 1953

WITNESSES

Pauline Lundmark Cheyenne 2000
(Name and address)
H. L. Cligeland
(Name and address)J. F. Hornbeck
(Lessee signature)
(Lessee signature)

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

THE UNITED STATES OF AMERICA

MAY 1 - 1954

By Perry T. Williams, Sr.
Land and Survey Office
Box 578 Cheyenne, Wyo.APR 9 1954
(Date)

Effective date of lease

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 192.42 (a).

EXHIBIT

A

WELBORN SULLIVAN MECK & TOOLEY, P.C.
ATTORNEYS AT LAW

Joint Tribal Secretary
Ft. Washakie, WY

821 17th Street, Suite 500
Denver, Colorado 80202
Telephone: 303-830-2500
Facsimile: 303-832-2366
E-mail: wsmt@wsmtlaw.com

February 8, 2005

Eastern Shoshone & Northern Arapaho Tribes
Attn: Chairman
Box 217
North Fork Road, Building 15
Fort Washakie, Wyoming 82520

Stephen J. Sullivan
John F. Meck
Keith D. Tooley
Kendor P. Jones
Brian S. Tooley
Thomas C. McKee
Stephen A. Bain
Kathryn Haight
Amy E. Seneshen
William R. Rapson
Sheryl L. Howe
Danielle V. Wiletsky
Sara A. Grant
Blake M. Pickett
Jason B. Heep

Re: Certificate of Merger of Lease Owner Tom Brown into Encana Oil & Gas (USA) Inc.

Special Counsel
John F. Welborn
Norman S. Early, Jr.

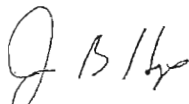
Dear Chairman:

Of Counsel
Robert F. Welborn

In a recent merger, Tom Brown, a Delaware corporation, has been acquired by EnCana Oil & Gas (USA) Inc., a Delaware corporation. Tom Brown held leases of oil and gas properties in property administered by the BIA in the Wind River Reservation. Enclosed are an original *Certificate of Merger* and a list of leases that as a result of the merger are now owned by EnCana Oil & Gas (USA) Inc. We respectfully request that the council amend its records for these leases to reflect the merger.

Thank you for your assistance in this matter. Should you have any questions concerning this letter or the enclosed, please do not hesitate to contact me.

Very truly yours,


Jason B. Heep



Copy Distributed To: IBC, URT, SO, AL

By: MT

Date: 2-10-05

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"TBI PIPELINE COMPANY", A DELAWARE CORPORATION,

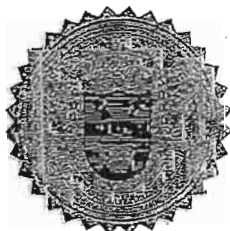
"TBI WEST VIRGINIA, INC.", A DELAWARE CORPORATION,

"TOM BROWN, INC.", A DELAWARE CORPORATION,

WITH AND INTO "ENCANA OIL & GAS (USA) INC." UNDER THE NAME OF "ENCANA OIL & GAS (USA) INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2004, AT 6:15 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2005.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3628827

DATE: 01-20-05

2137895 8330

050039241

TOM BROWN, INC. INDIAN LEASES

WYOMING

804649	WY	FREMONT	BIA	BIA 14-20-0258-3566
804650	WY	FREMONT	BIA	BIA 14-20-0258-3636
804651	WY	FREMONT	BIA	BIA 14-20-0258-3569
804652	WY	FREMONT	BIA	BIA 14-20-0258-4397
804653	WY	FREMONT	BIA	BIA 14-20-0258-3568
804654	WY	FREMONT	BIA	BIA 14-20-0258-1318
804655	WY	FREMONT	BIA	BIA 14-20-0258-1324
804656	WY	FREMONT	BIA	BIA 14-20-0258-1313
804700	WY	FREMONT	BIA	BIA 14-20-0258-1319
804701	WY	FREMONT	BIA	BIA 14-20-0258-1325
804702	WY	FREMONT	BIA	BIA 14-20-0258-6301
804703	WY	FREMONT	BIA	BIA 14-20-0258-1323
804704	WY	FREMONT	BIA	BIA 14-20-0258-6308
804705	WY	FREMONT	BIA	BIA 14-20-0258-6300
804708	WY	FREMONT	BIA	BIA 14-20-0258-1310
804709	WY	FREMONT	BIA	BIA 14-20-0258-1311
804710	WY	FREMONT	BIA	BIA 14-20-0258-1312
804731	WY	FREMONT	BIA	BIA 14-20-0258-1578
804768	WY	FREMONT	BIA	BIA 14-20-0258-6511
805041	WY	FREMONT	BIA	BIA 14-20-0258-6508
805100	WY	FREMONT	BIA	BIA 14-20-0258-6524
805460	WY	FREMONT	BIA	BIA 14-20-0258-6559
805463	WY	FREMONT	BIA	BIA 14-20-0258-6560
805491	WY	FREMONT	BIA	BIA 14-20-0258-6562
807074	WY	FREMONT	BIA	BIA 14-20-0258-3597
807896	WY	FREMONT	BIA	BIA 14-20-0258-1320
804764	WY	FREMONT	BIAOPT	BIA 14-20-0258-6312
804819	WY	FREMONT	BIAOPT	BIA 14-20-0258-6311
804820	WY	FREMONT	BIAOPT	BIA 14-20-0258-6314



5-15 SEP 26 10 14 AM '91
(August 1981)

280-20416
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

SE No. _____
CONTRACT No. 14-20-0258-1318
(formerly W-024513)

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior or his authorized representative has heretofore approved
Oil and Gas mining lease, dated May 1, 1954,
entered into by and between United States of America (Shoshone & Arapho Tribes), lessor,
and J. F. Hornbeck, lessee,
covering the following-described lands in the Wind River Indian Reservation
(Insert name of Reservation, Pueblo, Nation, etc., as needed)
in the State of Wyoming

Township 4 North, Range 3 East, W.R.M.
Section 19: Lots 1, 2, 3, 4, NE/4, E/2W/2, W/2SE/4, N/2NE/4SE/4, SW/4NE/4SE/4,
N/2SE/4NE/4SE/4, SW/4SE/4NE/4SE/4, W/2SE/4SE/4, SE/4SE/4SE/4,
S/2NE/4SE/4SE/4, NW/4NE/4SE/4SE/4, containing 612.64 acres,
more or less, Fremont County

Now, THEREFORE, for and in consideration of Ten
dollars (\$ 10.00), the receipt of which is hereby acknowledged, the said Chevron U.S.A. Inc., a Pennsylvania corporation
the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys all of
Operating Rights, Record Title and right, title, and interest in and to said

subject to the approval of the Secretary of the Interior or his authorized representative to
Tom Brown, Inc., a Delaware corporation, of 508 West Wall, #500
Midland, TX 79702 Said assignment to be effective from date of approval hereby by the Secretary
of the Interior or his authorized representative.

IN WITNESS WHEREOF, the said assignor has hereunto set her hand and seal, this 14th
day of January, 1991

Chevron U.S.A. Inc.
By: G. L. DiLetto
G. L. DiLetto
Assistant Secretary

ACKNOWLEDGMENT OF CORPORATION

280-20416

STATE OF Colorado }
COUNTY OF Arapahoe } ss:

Before me, a notary public, in and for said county and State on this 14th day of January, 1991
personally appeared G. L. DiLetto
to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its
Assistant Secretary and acknowledged to me that
he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corpora-
tion, for the uses and purposes therein set forth.

My commission expires October 29th, 1994

[Signature]
Notary Public.

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss:

Before me, a notary public, in and for said county and State, on this _____ day of _____, 19____
personally appeared _____

_____, to me known to be the identical person... who executed the
within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free
and voluntary act and deed for the uses and purposes therein set forth.

My commission expires _____, 19____

Notary Public.

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described inden-
ture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to fur-
nish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set his hand and seal this 14th
day of January, 1991

Tom Brown, Inc.
By: *[Signature]*
Clark A. Mueller
Vice President - Exploration

CONSENT OF SURETY

The _____, of _____
_____, surety for _____
_____ on the bond accompanying the lease above described, hereby
consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and
effect covering obligations of assignee.

Dated at _____ this _____ day of _____, 19____

APPROVED: *[Signature]*
Approved only to the extent that the assignor
assigns and conveys its right, title, and in-
terest in and to the within described oil and
gas lease to the assignee.

Authority delegated by, 2... DM 8, 230 DM 3 and
Addendum to IO BIAM 3 of July 10, 1988

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

AUG 13 1991

[Signature]
SUPERINTENDENT
WIND RIVER INDIAN AGENCY

ANNUAL AGREEMENT
BETWEEN THE
EASTERN SHOSHONE AND NORTHERN ARAPAHO
TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)
&
ENCANA OIL & GAS (USA), INC.

ORIGINAL

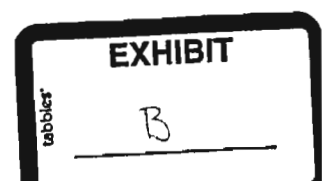
Whereas this agreement is entered into on this date **JANUARY 1, 2009** between the Eastern Shoshone and Northern Arapaho Tribes Employment Rights Office ("TERO") and **ENCANA OIL & GAS (USA), INC.** ("Employer") with respect to employment practices on the Wind River Indian Reservation.

1. CONTRACTOR

That Employer agrees to comply with procedures for the selection of Contractors and Sub-contractors as set forth in the Law and Order Code of the Eastern Shoshone and Northern Arapaho Tribes of the Wind River Indian Reservation, Wyoming, Title X (the establishment of a Tribal Employment Rights Office)

The Tribal Employment Rights Office will receive notice in the form of copies of bid forms let by Employer for all contracting and subcontracting jobs on the Wind River Indian Reservation where the Dollar amount is expected to exceed \$1,000.00. The notice will be given reasonably in advance of any Contract awarded but no later than three (3) days in advance of any award, unless such notice cannot be given due to business considerations.

Employer agrees to request that its Contractors and Subcontractors comply with Title X of the Law and Order Code of the Eastern Shoshone and Northern Arapaho Tribes of the Wind River Indian Reservation, Wyoming, in hiring any employees for these contra cts.



2. EMPLOYMENT PRIORITY

For the hiring of local Indian and Indian employees TERO will maintain a list of available local Indians and Indian employees in semi-skilled, unskilled, laborer, and office/clerical categories. The TERO Director shall be given at least three (3) business days notice of any vacancy or new position.

Employer agrees to consider for hire, either a job vacancy or new positions for all available local Indian or Indian applicants who meet pre-employment standards.

For the purposes of this agreement, pre-employment standards are those directly job related standards of fitness and ability which indicate that with a reasonable amount of job training a person would be capable of satisfactorily performing the entry job as well as jobs at a higher level which, with a reasonable amount of further training, are normally filled by progression from the entry job. This provision applies to those persons who at the time of application for employment are not fully qualified for the available job but has general potential of becoming qualified through a reasonable amount of training.

3. PRE-EMPLOYMENT STANDARDS

Employer will not use qualification, criteria or other personnel requirements as barriers to local Indians or Indians employment except where such criteria or requirements are required by the business necessity. However, Employer shall have the burden of showing that such criteria or requirements are required by business necessity.

4. TRAINING

Employer agrees that all local Indians and Indian employees will be adequately trained for the position for which they are hired. All Indian employees will be evaluated and paid according to current Employer and Company policies.

5. DISCRIMINATION

There shall be no discrimination in the amount or rate of wages or fringe benefits to or for employees on the basis of race, creed, color, age, sex, national origin, or religion.

6. EMPLOYMENT GOALS

- (A) Employer agrees that 50% of all its employees in the semi-skilled, unskilled, laborer, or office/clerical positions will be filled by local Indian or Indian employees. At the end of one (1) year from the date of this agreement, this provision will be re-examined and re-negotiated.
- (B) If Employer is unable to meet the 50% local Indian or Indian employment goal as set forth above, it shall have the burden of justifying the rejection of every local Indian or Indian Applicant for any positions, which become available and of substantiating the criteria used in hiring for the position as being relevant to the job being performed.

7. ANNUAL FEE

Employer shall pay a set fee of 2% of the company's total gross wage & payroll attributable to company employees who performed work on the Wind River Indian Reservation in 2008. This fee shall be due on a yearly basis and paid in full by December 31, 2009. This fee shall be made payable by check to: E. Shoshone and N. Arapahoe Tribes TERO.

8. INSPECTIONS

The Director of TERO and Compliance Officers shall have the right to inspect all sites where employment is taking place under the provisions of this agreement upon the Wind River Indian Reservation.

9. RECORDS

Employer shall maintain records on all workers who apply for work (including those who not employed or who were but subsequently terminated). The files shall reflect the name, last known address, and employee craft or category for which such employee is or was available. If called and not hired, or if later terminated, the file shall reflect the reasons why he or she was not hired or was terminated. Such files shall be available at reasonable times and upon reasonable notice to the Director or Compliance Officer of TERO.

10. ASSISTANCE

If Employer deems that an employee's performance is such that he or she is in danger of being suspended or terminated, Employer may contact TERO for assistance in working out the problem.

11. EMPLOYMENT POLICIES AND PROCEDURES

It is further understood that Employer recognizes that its operations are taking place within a unique cultural setting upon the Wind River Indian Reservation. Accordingly, Employer, in conjunction with Director of TERO will consider and take into account Tribal holidays and other cultural customs as well as the need of business so as to promote rather than hinder the employment of local Indians and Indians on the operations.

12. LAYOFF

If a layoff is required, Employer shall maintain a layoff consistent with its obligations under Section 6 of this agreement to employ local Indians and Indians up to 50% of the work force within one (1) year of this agreement. Any layoff must be justified by business considerations.

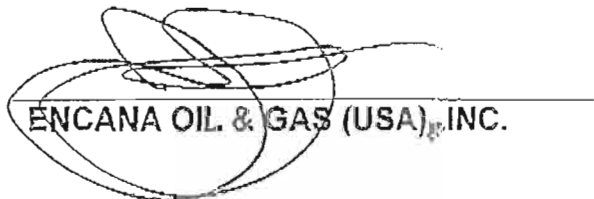
13. DURATION

This agreement shall be for a one-year period from the date of JANUARY 1, 2009 thru DECEMBER 31, 2009. Upon written request this agreement shall and can be terminated in (30) thirty days by either party.


Tribal Employment Rights Office

Darwin St. Clair Jr., TERO Director

4/14/09
Date


ENCANA OIL & GAS (USA), INC.

JAMES JENKINS, TEAM LEAD WIND RUGER
Print Name & Title

April 22, 2009
Date



SHOSHONE & ARAPAHO TRIBES
Fort Washakie, Wyoming 82514



Business License

ISSUED TO

2009-229

Encana Oil & Gas

Issued this 16th day of MARCH, 2009

pursuant to Chapter 17 of the Law and Order Code of the
Shoshone and Arapaho Tribes to conduct business on the
Wind River Reservation in compliance with all applicable laws.

Authorized period: FEBRUARY 1, 2009 to JANUARY 31, 2010


Shoshone Tribe
Chairman


Arapaho Tribe
Chairman

Encana Oil & Gas
P.O. Box 1177
Riverton, WY 82501

EXHIBIT

3-17-09

ANNUAL AGREEMENT
BETWEEN THE
EASTERN SHOSHONE AND NORTHERN ARAPAHO
TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)
&
DHS DRILLING, CO.

ORIGINAL

Whereas this agreement is entered into on this date **JANUARY 1, 2009** between the Eastern Shoshone and Northern Arapaho Tribes Employment Rights Office ("TERO") and **DHS DRILLING, CO.** ("Employer") with respect to employment practices on the Wind River Indian Reservation.

1. CONTRACTOR

That Employer agrees to comply with procedures for the selection of Contractors and Sub-contractors as set forth in the Law and Order Code of the Eastern Shoshone and Northern Arapaho Tribes of the Wind River Indian Reservation, Wyoming, Title X (the establishment of a Tribal Employment Rights Office)

The Tribal Employment Rights Office will receive notice in the form of copies of bid forms let by Employer for all contracting and subcontracting jobs on the Wind River Indian Reservation where the dollar amount is expected to exceed \$1,000.00. The notice will be given reasonably in advance of any contract awarded but no later than three (3) days in advance of any award, unless such notice cannot be given due to business considerations.

Employer agrees to request that its Contractors and Subcontractors comply with Title X of the Law and Order Code of the Eastern Shoshone and Northern Arapaho Tribes of the Wind River Indian Reservation, Wyoming, in hiring any employees for these contracts.

2. EMPLOYMENT PRIORITY

For the hiring of local Indian and Indian employees TERO will maintain a list of available local Indians and Indian employees in semi-skilled, unskilled, laborer, and office/clerical categories. The TERO Director shall be given at least three (3) business days notice of any vacancy or new position.

Employer agrees to consider for hire, either a job vacancy or new positions for all available local Indian or Indian applicants who meet pre-employment standards.

For the purposes of this agreement, pre-employment standards are those directly job related standards of fitness and ability which indicate that with a reasonable amount of job training a person would be capable of satisfactorily performing the entry job as well as jobs at a higher level which, with a reasonable amount of further training, are normally filled by progression from the entry job. This provision applies to those persons who at the time of application for employment are not fully qualified for the available job but has general potential of becoming qualified through a reasonable amount of training.

3. PRE-EMPLOYMENT STANDARDS

Employer will not use qualification, criteria or other personnel requirements as barriers to local Indians or Indians employment except where such criteria or requirements are required



by the business necessity, However, Employer shall have the burden of showing that such criteria or requirements are required by business necessity.

4. **TRAINING**

Employer agrees that all local Indians and Indian employees will be adequately trained for the position for which they are hired. All Indian employees will be evaluated and paid according to current Employer and Company policies.

5. **DISCRIMINATION**

There shall be no discrimination in the amount or rate of wages or fringe benefits to or for employees on the basis of race, creed, color, age, sex, national origin, or religion.

6. **EMPLOYMENT GOALS**

- (A) Employer agrees that **50%** of all its employees on the reservation in the semi-skilled, unskilled, laborer, or office/clerical positions will be filled by local Indian or Indian employees. At the end of one (1) year from the date of this agreement, this provision will be re-examined and re-negotiated.
- (B) If Employer is unable to meet the **50%** local Indian or Indian employment goal as set forth above, it shall have the burden of justifying the rejection of every local Indian or Indian Applicant for any positions, which become available and of substantiating the criteria used in hiring for the position as being relevant to the job being performed.

7. **ANNUAL FEE**

Employer shall pay a set fee of 2% of the total gross contract or contracts within the exterior boundaries of the Wind River Reservation. This fee shall be due on a quarterly basis and paid in full on December 31, 2009. This fee shall be made payable by check to: E. Shoshone and N. Arapahoe Tribes TERO.

8. **INSPECTIONS**

The Director of TERO and Compliance Officers shall have the right to inspect all sites where employment is taking place under the provisions of this agreement upon the Wind River Indian Reservation.

9. **RECORDS**

Employer shall maintain records on all workers who apply for work (including those who not employed or who were but subsequently terminated). The files shall reflect the name, last known address, and employee craft or category for which such employee is or was available. If called and not hired, or if later terminated, the file shall reflect the reasons why he or she was not hired or was terminated. Such files shall be available at reasonable times and upon reasonable notice to the Director or Compliance Officer of TERO.

10. ASSISTANCE

If Employer deems that an employee's performance is such that he or she is in danger of being suspended or terminated, Employer may contact TERO for assistance in working out the problem.

11. EMPLOYMENT POLICIES AND PROCEDURES

It is further understood that Employer recognizes that its operations are taking place within a unique cultural setting upon the Wind River Indian Reservation. Accordingly, Employer, in conjunction with Director of TERO will consider and take into account tribal holidays and other cultural customs as well as the need of business so as to promote rather than hinder the employment of local Indians and Indians on the operations.

12. LAYOFF

If a layoff is required, Employer shall maintain a layoff consistent with its obligations under Section 6 of this agreement to employ local Indians and Indians up to 50% of the work force within one (1) year of this agreement. Any layoff must be justified by business considerations.


13. DURATION

This agreement shall be for a one-year period from the date of **JANUARY 1, 2009 thru DECEMBER 31, 2009**. Upon written request this agreement shall and can be terminated in (30) thirty days by either party.


Tribal Employment Rights Office

Darwin St. Clair Jr., TERO Director

2/23/09
Date


DHS DRILLING, CO.

W.E. Sauer, Jr. President / CEO
Print Name & Title

3/13/09
Date



SHOSHONE & ARAPAHO TRIBES
Fort Washakie, Wyoming 82514

Business License

ISSUED TO

#

208-131



D44S Drilling Company

Issued this 8th day of FEBRUARY, 2008

pursuant to Chapter 17 of the Law and Order Code of the
Shoshone and Arapaho Tribes to conduct business on the
Wind River Reservation in compliance with all applicable laws.

Authorized period: February 1, 2008 to JANUARY 31, 2009

Mike Williams
Shoshone Tribe
Chairman

Paul K. Williams
Arapaho Tribe
Chairman

EXHIBIT

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