

- settlement and not involve participation in the preparation, analysis, or presentation of the matters in the litigation (whether or not as counsel of record).
- Representation of the Osage Tribe in connection with federal initiatives in Congress or within the U.S. Government to reform, revise or amend U.S. policy regarding the U.S. Government's trust responsibilities regarding individual Indians and Indian tribes. The Attorneys shall undertake their duties in close collaboration with Pipestem Law Firm P.C., which firm shall serve as counsel of record for the Osage Tribe in any litigation relating to this representation; however, Akin Gump's representation shall not include participation in the preparation, analysis, or presentation of any litigation that may be a part of this representation (whether or not as counsel of record).

The duties required of Attorneys under this Agreement shall be subject to the supervision and direction of such officials of the Osage Tribe as identified by the elected leadership of the Osage Tribe.

Any matters other than those listed above on which the Osage Tribe directs the Attorneys to work on its behalf shall be separate and distinct from those matters covered by this Agreement and shall be subject to such terms and conditions as the Osage Tribe and the Attorneys mutually agree. In recognition of the considerable passage of time that will inevitably ensure before obtaining any payment to Attorneys for services rendered pursuant to this Agreement, the Osage Tribe shall seek other opportunities to utilize the legal services of Attorneys on other legal matters on which the Attorneys would be qualified to assist the Osage Tribe.

SECTION TWO

BEST EFFORTS

The Attorneys agree that at all times they shall faithfully, industriously and to the best of their abilities perform all duties as may be required of them pursuant to the terms of this Agreement, both express and as may be implied for the meaningful execution of such express terms.

In return, the Osage Tribe agrees to process for payment all invoices received from the Attorneys within thirty (30) calendar days following receipt of such invoices, provided the Attorneys fulfill all duties and obligations stated herein.

SECTION THREE

TERM OF AGREEMENT

A. Subject to Section 3(B), the term of this Agreement shall be for the period beginning on March 1, 2003, and continuing until such time as:

- settlement and not involve participation in the preparation, analysis, or presentation of the matters in the litigation (whether or not as counsel of record).
- Representation of the Osage Tribe in connection with federal initiatives in Congress or within the U.S. Government to reform, revise or amend U.S. policy regarding the U.S. Government's trust responsibilities regarding individual Indians and Indian tribes. The Attorneys shall undertake their duties in close collaboration with Pipestem Law Firm P.C., which firm shall serve as counsel of record for the Osage Tribe in any litigation relating to this representation; however, Akin Gump's representation shall not include participation in the preparation, analysis, or presentation of any litigation that may be a part of this representation (whether or not as counsel of record).

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1. The Osage Tribe pays to the Attorneys all amounts due to the Attorneys under this Agreement; or
2. The Attorneys agree to voluntarily withdraw from this representation.

B. Notwithstanding Section 3(A), the Osage Tribe may terminate its authorization to Attorneys to represent the Osage Tribe in connection with the matters set forth in Section 1 at any time, provided, however, that the Osage Tribe's obligation to pay Attorneys all amounts due under this Agreement shall remain in effect until such time as the Osage Tribe fulfills said obligation.

SECTION FOUR AMENDMENTS

Any amendments to this Agreement must first be reviewed and approved by the Osage Tribal Council and the Management Committee of the Attorneys (or its designee), and thereafter attached to this Agreement, whereupon such amendment shall be incorporated herein by reference.

SECTION FIVE COMPENSATION

The Parties agree that the Attorneys shall be compensated for all work undertaken by the Attorneys during the period covered by this Agreement.

- A. Reasonable disbursements, other than experts or consultants

The Osage Tribe shall reimburse Attorneys for all reasonable and necessary expenses incurred by Attorneys in connection with services performed pursuant to this Agreement, other than expenses or fees incurred by experts or consultants engaged to assist in this representation, which expenses shall be governed by Section 5(B) below.

Reasonable and necessary expenses shall include travel expenses, long distance telephone calls and telephone-fax services, cell phones, wireless email services, printing of documents, photocopies and like expenses, but shall not include office expenses such as rent, light, heat and stenographic or clerical services. For purposes of this Section 5(A), reasonable and necessary expenses shall not include any fees or expenses paid to any expert or consultant engaged by the Attorneys in connection with this Agreement, which expenses shall instead be governed by Section 5(B) below.

- B. Fees and expenses incurred by experts or consultants

