

PIPESTEM LAW FIRM, P.C.

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AGREEMENT

This Agreement is entered into this 21st day of March, 2003, by and between the OSAGE TRIBE OF INDIANS (also referred to herein as the "OSAGE TRIBE"), a federally recognized Indian tribe based in Pawhuska, Oklahoma, and Pipestem Law Firm, P.C. ("Pipestem Law"), located at 1333 New Hampshire Avenue, N.W., Washington, D.C. 20036. Chief Jim Roan Gray acts for and on behalf of the Osage Tribe; Wilson K. Pipestem acts for and on behalf Pipestem Law.

WHEREAS, the Osage Tribe is a federally recognized tribe with a government-to-government relationship with the United States; and

WHEREAS, the Osage Tribe desires to engage the services of Pipestem Law to represent it in the litigation commonly referred to as the Osage "Highest Posted Price Case" currently before the U.S. Court of Federal Claims.

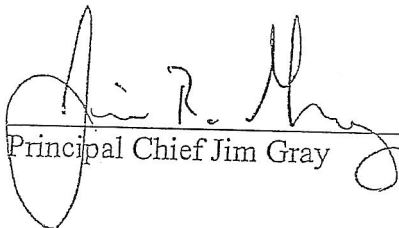
THEREFORE, BE IT RESOLVED, THAT, in consideration of the mutual promises and covenants set forth herein, the Osage Tribe and Pipestem Law agree as follows:

1. The Osage Tribe hereby retains Pipestem Law to represent it in its Highest Posted Price Case.
2. The term of this Agreement shall be effective for the period beginning on March 21, 2003, and ending upon final disposition of the Highest Posted Price Case.
3. Pipestem Law will charge the Osage Tribe a rate of \$125 per hour for time devoted to the case by its attorneys. Further, the Osage Tribe agrees to pay Pipestem Law a contingent fee of 4.5% of the total amount recovered in the case. Moreover, the Osage Tribe agrees to reimburse Pipestem Law for reasonable expenses incurred in the course of its representation of the Osage Tribe.
4. The Osage Tribe may terminate Pipestem Law's representation of the Osage Tribe in this case at any time without cause upon 30 days' written notice. Upon the Osage Tribe termination Pipestem Law's representation in this case, any unpaid billable hour compensation or reimbursements at the time of the termination shall be paid to Pipestem Law, and the contingency fee payable to Pipestem Law shall remain in effect until final disposition of this case.
5. This Agreement shall be governed in accord with the laws of the State of Oklahoma.

6. This Agreement may not be amended, nor shall any change, waiver, modification, consent or discharge be effected except by written instrument executed by the Osage Tribe and Pipestem Law.


In witness thereof, the parties have executed this Agreement effective on the day first written above.

On behalf of the OSAGE TRIBE,


Principal Chief Jim Gray

Date: 3/21/03

On behalf of PIPESTEM LAW FIRM, P.C,


Wilson K. Pipestem
President

Date: 3-21-03