

Trust Settlement Agreement

Content Concerns

What is so concerning about this settlement agreement is that every vote of support for it is an indication that you support the Osage Nation Government taking over your rightful form of government set out by the U.S. Congress in the Osage Tribe Allotment Act of 1906.

Your form of government has been taken over by a government that is all inclusive allowing non-shareholders to vote on matters regarding your interest in the Osage Mineral Estate. You no longer have a Chief or Assistant Chief as prescribed by the 1906 Act. This de facto government claims complete control over your assets today and by supporting this agreement, you support the takeover of your assets.

The Mineral Council according to the Osage Nation Constitution is an independent agency that has no real authority over the Shareholder assets even though they are the only council in existence that were voted on by shareholders only.

The Osage Nation Congress has taken steps to make big decisions with several hundred acres of land in Kansas, claiming that this land is the Nations, not the Shareholders (Tribe's). Other like actions have been made toward taking over all of your assets.

I expect to see the Osage Nation move in hard and fast now that Shareholders have supported this agreement when in reality, it was not required at all. The possibilities are endless and the prospects are not good when looking into the future for the shareholders.

On a good note, I find it encouraging that both the U.S. Government and the de facto Osage Nation governments had to acknowledge that the 1906 Act is still in force. Both governments have led shareholders to believe the 1906 Act was no longer in effect due to the passing of HR 2912 (P.L 108-431) which is not true. This tactic was used to convince shareholders that this de facto government HAD to be created just as they led shareholders to believe this settlement agreement HAD to be agreed to in order to get their settlement money.

My breakdown of concerns will show you that the de facto government which usurped your rightful Tribal Council is indeed in control of your assets even though the TRIBE is still in existence.

Jenny Miller, Sept. 21, 2011

AGREEMENT

This AGREEMENT, dated as of [October 14, 2011], is entered into between the United States of America and the **Osage Tribe.**¹

(Footnote: Capitalized terms shall have the definitions set forth in Section 2.)

Definitions-Section 2

- q. **“Osage Tribe”** shall mean the Osage Tribe of Indians of Oklahoma, the tribal government established by the 1906 Act and now federally recognized as the Osage Nation, and its predecessors and successors in interest.

(The statement highlighted in blue is ONLY by recognition, not by law).

1. RECITALS

(A)

Whereas the Osage Tribe Allotment Act of 1906 and the amendments thereto (“1906 Act”) reserved the mineral estate of the Osage Reservation to the Osage Tribe (“Osage Mineral Estate”);

This statement clarifies that both the U.S. Government and the de facto Osage Nation government are completely aware that the 1906 Act is still in effect and has not been amended insofar as changing the Tribal Council form of government crafted by the U.S. Congress for the specific purpose of protecting the Osage Shareholders.

(B)

Whereas pursuant to the 1906 Act the revenues from the Osage Mineral Estate are to be placed in the Osage Tribe’s tribal trust account (“Osage Tribal Trust Account”);

This statement clarifies that both the U.S. Government and the de facto Osage Nation government are completely aware that the 1906 Act is still in effect.

(C)

Whereas pursuant to the 1906 Act the revenues placed in the Osage Tribal Trust Account are to be distributed to the Headright Holders;

This statement clarifies that both the U.S. Government and the de facto Osage Nation government are completely aware that the 1906 Act is still in effect

(D)

Whereas the **Osage Tribe**, acting through the Osage Minerals Council, has the authority to act for, to protect the interests of, and to bind Headright Holders with respect to matters relating to the Osage Mineral Estate, including the initiation, prosecution and settlement of claims relating to the Osage Mineral Estate;

Here the U.S. Government and the Osage Nation government are asserting that the Osage Tribe (Osage's who own a headright share in the Osage Mineral Estate) has the authority (through the de facto Osage Nation government, thereby the de facto Mineral Council, to prosecute and settle claims relating to the Osage Mineral Estate. You will find however that that the de facto Osage Nation Congress are required to pass a Resolution to "approve" the decision of the Mineral Council which is the only elected group who was voted into office by shareholders only. Both the Executive and Legislative branches of this de facto government were voted into office by non-shareholders which is why this new government is not legal.

(E)

Whereas the **Osage Tribe** initiated proceedings in the U.S. Court of Federal Claims ("CFC") to seek money damages from the United States for alleged breaches and failures on the part of the United States in the collection of revenues due to the Osage Tribal Trust Account, and the United States' subsequent management and disbursement of such revenues, among other claims ("CFC Action");

This is correct. It was the Osage Tribal Council form of government that initiated the proceedings in the U.S. Court of Federal Claims. NOT the de facto Osage Nation Government

(F)

Whereas the CFC has held that under the 1906 Act the Osage Tribe is the only proper party with standing to seek money damages for the breaches and failures alleged in the CFC Action;

This is correct. The Osage Tribe (Osage Indians who own a headright share in the Osage Mineral Estate) who's 1906 prescribed legal form of government is the Osage Tribal Council consisting of a Chief, Assistant Chief and 8 Council members elected by shareholders ONLY.

The issue is that the de facto Osage Nation government has usurped the legally prescribed form of government and people elected by non-shareholders are in charge of carrying out this action.

(G)

Whereas the Osage Tribe has created a team of representatives from the Osage Minerals Council, the Osage Nation Congress, and the Osage Nation Executive Branch to manage and direct litigation relating to the Osage Mineral Estate and the Osage Tribal Trust Account, including the CFC Action (“Osage Trust Team”);

This is NOT correct. The de facto Osage Nation government created the team of representatives after they usurped the Osage Tribal Council government in 2006. Including the Osage Nation Congress and the Osage Nation Executive Branches in this process is contrary to federal law.

(I)

Whereas the United States and the Osage Tribe acting through the Osage Trust Team have negotiated in good faith to obtain a settlement of litigation relating to the Osage Mineral Estate and the Osage Tribal Trust Account, including the CFC Action, and other trust related claims, and to address means of improving the trust management of the Osage Mineral Estate, the Osage Tribal Trust Account, and the Other Osage Accounts, as well as improving the trust relationship between the Osage Tribe and the United States;

Legally according to federal law, the Osage Tribe consists of Osages who own a headright share in the Osage Mineral Estate. The Tribe's government is to consist of a Chief, Assistant Chief and 8 council members voted for by Shareholders only. Today, the U.S. government has allowed negotiations on these claims to occur involving members of the de facto Osage Nation government who were elected by non-shareholders.

Furthermore the Osage Nation Government has been given the authority to approve the Mineral Council decision on this settlement. This Resolution is in the exhibits. The Resolution ends:

NOW, THEREFORE, BE IT RESOLVED,

The Osage Nation Congress approves the proposed settlement, authorizes the payment of attorneys' fees in accordance therewith, and authorizes the Principal Chief and the Speaker of the Osage Nation Congress, both of whom are members of the Osage Trust Team, to execute the settlement agreement.

(J)

Whereas the **Osage Minerals Council** has considered and approved this Agreement and **authorized** its members on the Osage Trust Team **to execute this Agreement**, by resolution dated [September 26, 2011], a copy of which is attached as Exhibit 4;

Here, they are putting all the burden on the Osage Mineral Council by suggesting that the Mineral Council has the authority to advise the Trust Team to execute the agreement yet; The Osage Nation Congress, voted for by non-shareholders and consisting of non-shareholders, are required to approve the Mineral Council's decision? Not only that but The Chief, voted for by non-shareholders and the Speaker of the Congress, voted for by non-shareholders will be signing the final settlement agreement as authorized signatories.

(K)

Whereas the **Osage Nation Congress** has considered and approved this Agreement and **authorized** the Principal Chief and the Speaker of the Osage Nation Congress, both of whom are members of the Osage Trust Team, **to execute this Agreement**,

by resolution dated [September 26, 2011], a copy of which is attached as Exhibit 5;

Here again, the Osage Nation Congress, voted for by non-shareholders and consisting of non-shareholders, is required to approve the Mineral Council's decision? Not only that but The Chief, voted for by non-shareholders and the Speaker of the Congress, voted for by non-shareholders will be signing the final settlement agreement as authorized signatories.

The Resolution written by the Osage Nation Congress states:

NOW, THEREFORE, BE IT RESOLVED,

The Osage Nation Congress approves the proposed settlement, authorizes the payment of attorneys' fees in accordance therewith, and authorizes the Principal Chief and the Speaker of the Osage Nation Congress, both of whom are members of the Osage Trust Team, to execute the settlement agreement.

(L)

Whereas the Osage Trust Team has consulted with Osage Headright Holders, by: the transmission of written materials **explaining the** settlement set forth in this Agreement; holding a series of meetings with Osage Headright Holders at which representatives of the Osage Trust Team and its lawyers have **explained the settlement set forth in this Agreement, and provided a summary of this Agreement to Osage Headright Holders for review;**

There was no explanation of the settlement agreement when the meetings were held because there was no agreement available. When the agreement did become available on September 15 it was still in DRAFT form. The Shareholders received ballots to approve or not approve of how the Mineral Council had handled the settlement, how the mineral council handled the other Trust Accounts and how the mineral council handled the Mineral Estate. There was no settlement agreement made available to the Shareholders at the time of voting. The post mark deadline for return ballots to be counted was September 19th and the DRAFT settlement wasn't even made available to the Shareholders until the 15th at 7:00 p.m. and then it was available online only. Over 50% of the Shareholders likely do not have internet access. Those who had no access to the DRAFT settlement were not mailed a copy for their review.

The Osage Nation Congressional Resolution states: (10b) In cooperation with the Osage Trust Team, the United States has conducted a canvass of Osage Headright Holders for approval of the terms of the settlement;

(M)

Whereas, in cooperation with the Osage Trust Team, the United States has **canvassed** the Osage Headright Holders **to confirm support for the actions of the Osage Tribe acting through the Osage Minerals Council in approving the terms of this settlement as set forth in this Agreement**, using the canvass language set forth in Exhibit 2;

The Shareholders received ballots to approve or not approve of how the Mineral Council had handled the settlement, how the mineral council handled the other Trust Accounts and how the mineral council handled the Mineral Estate. There was no settlement agreement made available to the Shareholders at the time of voting. The post mark deadline for return ballots to be counted was September 19th and the DRAFT settlement wasn't even made available to the Shareholders until the 15th at 7:00 p.m. and then it was available online only. Over 50% of the Shareholders likely do not have internet access. Those who had no access to the DRAFT settlement were not mailed a copy for their review.

The Ballots required that the Shareholder sign their names, print their names and date their ballots. The ballots were numbered. This appears to be much more than a "Canvas" of the Shareholder's thoughts but more of an absolute vote for something they knew nothing about because they were not made aware of the content in the settlement agreement. The idea that a signature was required is interesting given that signatures are not required in any general election.

The Osage Nation Congressional Resolution states: (10b) In cooperation with the Osage Trust Team, the United States has conducted a canvass of Osage Headright Holders for approval of the terms of the settlement;

(N)

Whereas in the **canvass** a **majority** of the Osage Headright interests held by the

Osage Headright Holders **who participated** in the **canvass** expressed support for the actions of the **Osage Tribe** acting through the Osage Minerals Council in approving the terms of this settlement as set forth in this Agreement; and,

There was no explanation of the settlement agreement when the meetings were held because there was no agreement available. When the agreement did become available on September 15 it was still in DRAFT form. The Shareholders received ballots to approve or not approve of how the Mineral Council had handled the settlement, how the mineral council handled the other Trust Accounts and how the mineral council handled the Mineral Estate. There was no settlement agreement made available to the Shareholders at the time of voting. The post mark deadline for return ballots to be counted was September 19th and the DRAFT settlement wasn't even made available to the Shareholders until the 15th at 7:00 p.m. and then it was available online only. Over 50% of the Shareholders likely do not have internet access. Those who had no access to the DRAFT settlement were not mailed a copy for their review.

The Osage Nation Congressional Resolution states: (10b) *In cooperation with the Osage Trust Team, the United States has conducted a canvass of Osage Headright Holders for approval of the terms of the settlement;*

(O)

Recognizing that final adjudication of these claims may take many years and entail great expense, and taking account of the legal risks to both Parties in connection with the further prosecution of litigation relating to the Osage Mineral Estate and the Osage **Tribal** Trust Account, including the CFC Action (at both the trial and appellate levels);

(N)

“Osage Minerals Council” shall mean the Osage Minerals Council in Article XV, section 4 of the Osage Constitution dated March 11, 2006, as the successor to all the powers and rights of the former Osage Tribal Council to act with respect to the Osage Mineral Estate on behalf of itself and Headright Holders

This is in accordance with the de facto Osage Nation Government which was established contrary to the 1906 Osage Tribe Allotment Act. This created council referred to as the Osage Mineral Council was illegally put in the place of the rightful Osage Tribal Council form of government that is prescribed by the 1906 Act and is to consist of a Chief, Assistant Chief and 8 Council members. The Osage Shareholders are without a legal government due to the usurpation of their rightful Tribal Council by the de facto Osage Nation government. According to the de facto Osage Nation Constitution, the Mineral Council has no authority over Osage Mineral matters. According to the Osage Nation Constitution, the Osage Nation has control over mineral matters and they were all elected by non-shareholders.

(Q)

“Osage Tribe” shall mean the Osage Tribe of Indians of Oklahoma, the tribal government established by the 1906 Act and now federally recognized as the Osage Nation, and its predecessors and successors in interest.

This statement claims the Osage Nation is now the federally recognized government and NOT the Osage Tribal government (Council) as set out in the 1906 Act and crafted by the U.S. Congress for the specific purpose of protecting the legal members of the Osage Tribe. The legal members of the Osage Tribe are defined in the 1906 Act and recognized in the 2004 Act as: Osage Indians who own a headright share in the Osage Mineral Estate.

RECITALS (a,b,c) clearly acknowledge that the 1906 Act is still in force. It is evident that the U.S. Government and the Osage Nation Government refuse to acknowledge that they are carrying out acts contrary to federal law. The U.S. government encourages the de facto Osage Nation government to continue with the hostile takeover of the Osage Mineral Estate.

(R)

“Osage Trust Team” shall mean the team of representatives that has been created by the Osage Tribe from the Osage Minerals Council, the Osage Nation Congress, and the Osage Nation Executive Branch and that has been authorized to manage and direct litigation and settlement relating to the Osage Mineral Estate and the Osage Tribal Trust Account, including the CFC Action.

This is NOT correct. The de facto Osage Nation government created the team of representatives after they usurped the Osage Tribal Council government in 2006. Including the Osage Nation Congress and the Osage Nation Executive Branches in this process is contrary to federal law.

EXHIBITS

(4)

NO ADMISSION. This Agreement is the result of compromise and settlement between the Parties. It shall not constitute nor be construed as an admission by either Party, and it shall not be cited, used, admissible or relied upon as precedent, evidence, or argument in any proceeding, except as may be necessary to ensure compliance with its terms and conditions, or to carry out the terms and conditions hereof. The payment of the Total Settlement Amount does not represent an admission of any liability by the United States as to any or all of the claims asserted or **waived by the Osage Tribe** on behalf of itself and the Headright Holders and no amount is attributable to any particular claim, waiver, release or covenant.

(7)

WAIVERS AND RESERVATION OF RIGHTS BY OSAGE TRIBE, ON BEHALF OF ITSELF AND THE HEADRIGHT HOLDERS.

a. Waivers and Releases.

i. Except as provided in Subsection 7(a)(ii), the Osage Tribe, on behalf of itself and the Headright Holders, hereby waives and releases, and covenants not to sue on, any and all claims and/or liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, regardless of legal theory, for any damages, equitable or specific relief, that are based on harms or violations occurring on or before September 30, 2011, and that relate to the Osage Tribe's monetary or non-monetary trust assets or resources that have been or could have been asserted by the

Osage Tribe on behalf of itself and/or the Headright Holders on or before September 30, 2011, including but not limited to the following:

1. all claims asserted, or that could have been asserted by the Osage Tribe in the CFC Action;
2. all claims regarding the United States' obligation to provide a historical accounting or reconciliation of the Osage Tribal Trust Account and the Other Osage Accounts or the United States' fulfillment of such obligation;
3. all claims regarding the United States' alleged 1 mismanagement of the Osage Mineral Estate, including but not limited to any claim or allegation that:
 - a. the United States failed to make the Osage Mineral Estate productive;
 - b. the United States failed to obtain an appropriate return on, or appropriate consideration for, the Osage Mineral Estate;
 - c. the United States failed to record or collect, fully or timely, or at all, rents, fees, royalties, or other payments for the transfer, sale, encumbrance, or use of the Osage Mineral Estate;
 - d. the United States failed to preserve, protect, safeguard, or maintain the Osage Mineral Estate;
 - e. the United States permitted the misuse or overuse of the Osage Mineral Estate;
 - f. the United States failed to manage the Osage Mineral Estate properly, including the approval of agreements for the use and extraction of natural resources that are part of the Osage Mineral Estate, and other grants to third parties of authority to use the Osage Mineral Estate;

- g.** the United States failed to enforce the terms of any permits, leases or contracts for the transfer, sale, encumbrance, or use of the Osage Mineral Estate;
- h.** the United States failed to prevent trespass on the Osage Mineral Estate;
- i.** the United States failed to report or to provide 1 information about the United States' actions or decisions relating to, or to prepare an accounting of the Osage Mineral Estate;
- j.** the United States transferred, sold, encumbered, allotted, managed, or used the Osage Mineral Estate; and,
- k.** the United States failed to manage the Osage Mineral Estate properly by failing to undertake prudent transactions for the sale lease, use, or disposal of the Osage Mineral Estate.

4. All claims regarding the United States' alleged mismanagement of the Osage Tribal Trust Account and Other Osage Accounts up through and including September 30, 2011, including but not limited to any claim or allegation that:

- a.** the United States failed to invest revenue in the Osage Tribal Trust Account and/or Other Osage Accounts in a timely manner;
- b.** the United States maintained excessive cash balances in the Osage Tribal Trust Account and/or Other Osage Accounts;
- c.** the United States failed to obtain an appropriate return on funds in the Osage Tribal Trust Account and/or Other Osage Accounts;
- d.** the United States failed to deposit monies into the Osage Tribal Trust Account and/or Other Osage Accounts or disburse monies from the Osage Tribal Trust Account

and/or Other Osage Accounts in a proper and timely manner;

- e. the United States disbursed monies from 1 the Osage Tribal Trust Account and/or Other Osage Accounts without the Osage Tribe's proper authorization; and,
- f. the United States failed to report or provide information about the United States' actions or decisions relating to the Osage Tribal Trust Account and/or Other Osage Accounts.

5. Any claims arising out of or relating in any manner to the negotiation or execution of this Agreement.

(H)

“Future Trust Fund Mismanagement Claims” shall mean claims by the Osage Tribe, for harms or violations occurring after September 30, 2011, including but not limited to claims that:

- (1) the United States failed to invest funds in the Osage Tribal Trust Account and/or Other Osage Accounts in a timely manner or that the United States maintained excessive cash balances in the Osage Tribal Trust Account and/or Other Osage Accounts;
- (2) the United States failed to obtain an appropriate investment return on funds in the Osage Tribal Trust Account and/or Other Osage Accounts;
- (3) the United States failed to deposit monies into the Osage Tribal Trust Account and/or Other Osage Accounts or to disburse funds from the Osage Tribal Trust Account and/or Other Osage Accounts in a proper and timely manner; and
- (4) the United States disbursed monies from the Osage Tribal Trust Account and/or Other Osage Accounts without the Osage Tribe's proper authorization; and,
- (5) the United States failed to report or provide information about the

United States' actions or decisions relating to the Osage Tribal Trust Account and/or Other Osage Accounts.

b. Reservation of Rights. Notwithstanding the waiver of claims, release and covenant not to sue described in Subsection 7(a) above, the Osage Tribe shall retain any right to:

- i. subject to Subsection 8(h), assert any claim for harms or damages incurred or suffered after September 30, 2011;
- ii. receive payment of any balance shown on the Periodic Statements provided to the Tribe in accordance with Subsection 8(a) for any of the Other Osage Accounts (copies of which are attached as Exhibit 7);
- iii. assert any claims not otherwise waived herein.

c. No effect. This Agreement shall have no effect on any claim that any individual might have deriving from his or her ownership of the surface estate of lands.

d. Date of effectiveness of waivers. The waivers, release and covenant not to sue set forth in this Section 7 shall take effect upon the Date of Payment.

8. ACCOUNTING MATTERS.

- a. The United States has provided to the Osage Tribe a Periodic Statement for the period through September 30, 2011, for the Osage Tribal Trust Account, a copy of which is attached as Exhibit 6. This Periodic Statement reflects the balance of funds in Osage Tribal Trust Account as of September 30, 2011, prior to the receipt into said account of the payment required by Subsection 5(b). Upon receipt of the payment required by Subsection 5(b) into the Osage Tribal Trust Account, the Osage Tribe accepts as accurate, as a matter of settlement and compromise, the balance of the Osage Tribal Trust Account as set forth in the Periodic Statement attached as Exhibit 6. Upon receipt of the payment required by Subsection 5(b) into the Osage Tribal Trust Account, the Osage Tribe accepts, as a matter of settlement and

compromise, Exhibit 6 as constituting the accounting of the Osage Tribal Trust Account that is required by law through September 30, 2011.

- b. The United States has provided to the Osage Tribe a Periodic Statement for the period through September 30, 2011, for each of the following Other Osage Accounts: JA9271121, PL7385708, PL7387704, PL7549701, PL7469700, 930T000000, 930N007753, and 930N013264. The United States represents and warrants that these are all of the Other Osage Accounts open as of the Effective Date. Each of these Periodic Statements reflects the balance of funds in each of these Other Osage Accounts as of September 30, 2011. A copy of the Periodic Statements provided for each of these Other Osage Accounts is attached hereto as Exhibit 7. Upon receipt of the payment required by Subsection 5(b) into the Osage Tribal Trust Account, the Osage Tribe accepts as accurate, as a matter of settlement and compromise, the balance of these Other Osage Accounts as set forth in the Periodic Statements attached hereto as Exhibit 7. Upon receipt of the payment required by Subsection 5(b) into the Osage Tribal Trust Account, the Osage Tribe accepts, as a matter of settlement and compromise, Exhibit 7 as constituting the accounting of the Other Osage Accounts that is required by law through September 30, 2011.

There is no way of knowing how much money this could consist of. The Exhibit is not available. It should be of interest to the Shareholders that “as a matter of settlement and compromise, the Osage Tribe accepts something.

- c. The United States shall provide to the Osage Tribe through the Osage Minerals Council a Periodic Statement for the Osage Tribal Trust Account and each of the Other Osage Accounts on a quarterly or, on request by the Osage Tribe through the Osage Minerals Council, a monthly basis. The Periodic Statement shall be substantially in the form of Exhibits 6 and 7. The Osage Tribe agrees that the United States’ provision of a Periodic Statement

on at least 1 a quarterly basis fulfills the Secretary of the Interior's obligation pursuant to 25 U.S.C. § 4011(b) and 25 U.S.C. § 4043 (b)(2)(B)(ii).

- d.** The United States has provided the **Osage Tribe** with a letter that relates to the Interior Department's annual audit of all funds held in trust for the benefit of Tribes pursuant to the Act of June 24, 1938 (25 U.S.C. § 162a), a copy of which letter is attached as Exhibit 9. The United States currently posts audit information relating to fulfillment of its obligation under 25 U.S.C. § 4011(c) on a public website maintained by the Office of the Special Trustee. Conditioned upon the Interior Department's continued posting of annual audit information in like manner on the public website maintained by the Office of the Special Trustee and its compliance with Subsections 8(e) and (f), the **Osage Tribe** agrees that its receipt of a letter that provides the same information as that set forth in Exhibit 9 satisfies the requirements of 25 U.S.C. § 4011(c), as such provision exists as of the Effective Date.
- e.** Upon written request from the **Osage Tribe** acting through the Osage Minerals Council, the Interior Department shall provide the **Osage Tribe** or its specified agent with access to or an electronic copy of all accounting data in the Trust Fund Accounting System for the Osage Tribal Trust Account and the Other Osage Accounts.
- f.** Upon written request from the **Osage Tribe**, the Interior Department shall provide the **Osage Tribe** or its specified agent with on-site access to all relevant records in the Office of the Special Trustee (including but not limited to records located in Pawhuska, Oklahoma and Albuquerque, New Mexico) at least once a year for the purpose of conducting an audit of the Osage Tribal Trust Account and the Other Osage Accounts. Such access shall include access to the documents, a work area for the **Osage Tribe** or its specified agent, and copies of specified documents upon request.

- h. Excepting claims of fraud or gross negligence, the Osage Tribe conditionally waives and covenants not to sue the United States, its agencies (including but not limited to the Interior Department and the Treasury Department), its officials, its employees, or its agents, for Future Trust Fund Mismanagement Claims relating to the Osage Tribal Trust Account and Other Osage Accounts for a particular calendar year, if the Osage Tribe acting through the Osage Minerals Council does not present an objection in writing to the Department of the Interior, as specified in Subsection 8(g). This waiver and covenant not to sue is conditioned 1 on (i) the Interior Department continuing in the future, at a minimum, to provide the Osage Tribe through the Osage Minerals Council with the Periodic Statements described herein and (ii) the Interior Department's compliance with Subsections 8(e) and (f).

9. MANAGEMENT OF MINERAL ESTATE.

- a. **Oil and Gas.** After the Effective Date, the United States shall provide the following information to the Osage Minerals Council regarding the United States' management of the oil and gas deposits within the Osage Mineral Estate. Determining and documenting the formal communication needed to **manage diligently the Osage mineral estate between the Osage Nation,** the Osage Minerals Council and the United States.

11. OTHER PROVISIONS.

- d. **No Modification of Trust Relationship.** Nothing in this Agreement shall have the effect of altering existing federal law or regulations relating to the trust relationship and dealings between the Parties.

The Trust Relationship has absolutely been modified contrary to federal law. The Trust Relationship with the Osage Tribe is with and only with the Osage Tribe of Indians consisting of Osage Indians who own a headright share in the Osage Mineral Estate-----Not with shareholder and non-shareholder alike.

This settlement agreement gives authority to the de facto Osage Nation government. The de facto Osage Nation government was created and voted for by non-shareholders. The elected officials who have been given authority to approve or disapprove this settlement agreement were elected by non-shareholders and ARE non shareholders in some cases. See Osage Nation Congress Resolution in the Exhibits.

“NOW, THEREFORE, BE IT RESOLVED,

The Osage Nation Congress approves the proposed settlement, authorizes the payment of attorneys’ fees in accordance therewith, and authorizes the Principal Chief and the Speaker of the Osage Nation Congress, both of whom are members of the Osage Trust Team, to execute the settlement agreement.”

RECITALS (F): “Whereas the CFC has held that under the 1906 Act the Osage Tribe is the only proper party with standing to seek money damages for the breaches and failures alleged in the CFC Action” Also see (e and f) below.

e. Authority of Parties to Enter Into Agreement. The undersigned representative(s) for each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to bind legally such Party to it. **The Osage Tribe enters this Agreement on behalf of itself and Headright Holders.**

f. Required Party. The Parties agree that the **Osage Tribe** is the only party with standing and interest to bring claims relating to the accounting and management of funds in the Osage Tribal Trust Account and Other Osage Accounts or claims relating to the management of the Osage Mineral Estate. The Parties further agree that the Osage Tribe’s interest in any such claim is such that the Osage would be a required party for purposes of Federal Rule of Civil Procedure 19(a) and for purposes of the Rules of the Court of Federal Claims 19(a).

- g. No Cooperation.** The Osage Tribe, its officers or employees, including the Osage Mineral Council ???, shall not aid, assist, or support in any way any individual or party in the development, initiation, or litigation of a claim against the United States that the Osage Tribe has otherwise waived in this Agreement, including in the form of sharing evidence documents, materials, or other information the Osage Tribe, their counsel, consultants, experts, or contractors possess relating to the claims in the CFC Action. The Osage Tribe has obtained contractual commitments from its experts and consultants in the CFC Action that these experts and consultants will not advise, assist, or support in any way any individual or party in the development, initiation, or litigation of a claim against the United States that the Osage Tribe has otherwise waived in this Agreement, a list of which experts and consultants is attached as Exhibit 5. Copies of these contractual commitments are also attached as Exhibit 5.
- h. Execution of Agreement in Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile signatures shall have the same effect as original signatures in binding the Parties hereto.
- i. Informed Consent.** The Parties agree that they negotiated this Agreement in good faith and that they were represented by competent counsel throughout the settlement negotiations, leading up to and including the final execution of the Agreement. The Parties further agree that, prior to executing the Agreement, their respective counsel fully informed them of the contents and consequences of the Agreement and that each Party independently concluded that entering into the agreement was a fair and reasonable disposition of the factual and legal disputes described herein.