

August 25, 2009

Talee Redcorn
Osage Minerals Council
222 West Main
Pawhuska, OK 74056

Re: Representation of the Osage Minerals Council

Dear Mr. Redcorn:

We, the law firm of HOBBS, STRAUS, DEAN & WALKER, LLP, whose addresses are 2120 L Street, N.W., Suite 700, Washington, D.C. 20037; 851 S.W. Sixth Avenue, Suite 1650, Portland, Oregon 97204; 400 Capitol Mall, 11th Floor, Sacramento, California, 95814; and 117 Park Avenue, Second Floor, Oklahoma City, Oklahoma 73102 ("Attorneys"), are pleased to have the opportunity to be of service to the Osage Nation Minerals Council.

In these matters, William Norman and I will be the Attorneys primarily responsible for your representation, with the possible assistance of others as we deem appropriate concerning the Minerals Council of the Osage Nation. We understand that our initial assignments will primarily concern the sovereignty of the Osage Minerals Council with respect to contracts, including but not limited to, oil and gas leases, MOUs, intergovernmental agreements, and so forth; and to provide assistance with the Osage Minerals Council Elections for 2010. We would, of course, undertake such other duties as you might assign us.

Should you at any time have any questions about our services, staffing, billings, or other aspects of our representation, please contact me. Our telephone number is (405) 602-9425, William's e-mail address is wnorman@hobbsstrauss.com and my e-mail address is kkickingbird@hobbsstrauss.com. It is our understanding that, in the performance of duties required of us under this Agreement, the Attorneys will receive legal assignments from, and report to John Henry Mashunkashey, Chairman, of the Minerals Council.

In consideration for services rendered, the Attorneys will be compensated at the rate of Two Hundred Dollars (\$200.00) per hour for services rendered by lawyers. To the extent it is necessary for paraprofessionals to assist in your representation, work performed by law clerks, paralegal aides or research assistants will be charged at a rate of one-half that of the attorney rate and work performed by our legislative affairs coordinators will be charged at a rate of three-fourths that of the attorney rate.

Before proceeding, we will require a retainer of \$10,000 as an advance against future billings for fees and expenses. Any unearned portion will be returned to the Council. We will bill against that retainer and expect it to be refreshed on a monthly

basis to obtain a balance of \$5,000. If the retainer is not exhausted upon the completion of our initial engagement and assignments, we will return the remainder to you immediately.

In addition to our fees, we will expect payment for disbursements and other incurred expenses, including, but not limited to, photocopies, messenger and delivery, air freight, computerized research, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing, court costs, and filing fees.

Each month in which we provide you services, we will furnish you with a statement describing those services and showing disbursements and other charges. If services exceed your retainer, we expect that payment of compensation will be made within thirty (30) days of billing.

Our representation of you may be terminated by either party by giving thirty (30) days written notice to the other party or its authorized representative.

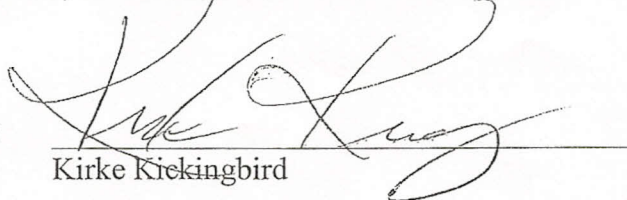
If this letter accurately reflects acceptable terms and conditions of our representation, please confirm your acceptance by signing one copy of this Agreement and returning it to me. Upon your approval, these terms and conditions will apply retroactively to the date we first performed services on your behalf.

We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

HOBBS, STRAUS, DEAN & WALKER, LLP

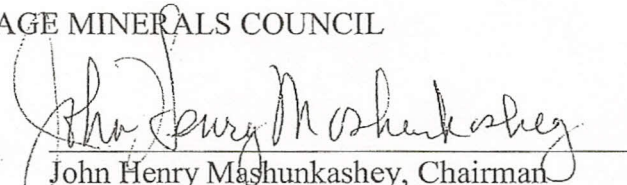
By:


Kirke Kickingbird

I read and understand the terms and conditions set forth in this letter and accept them.

OSAGE MINERALS COUNCIL

By:


John Henry Mashunkashey, Chairman
Osage Minerals Council

Date:

8-26-09