

CHRIS H. CONINE, P.C.

Certified Public Accountant

918-256-8758

119 South Wilson
Vinita, OK 74301-3729

Fax 918-256-8759

March 3, 2008

Business Committee
Seneca-Cayuga Tribe
R2301 E Steve Owens Blvd
Box 1283
Miami, OK 74355

Dear Sirs & Madams:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. Addendums to this engagement letter will follow if the election ordinance has changed since the last election or our responsibilities change.

You have requested that we perform certain procedures with regard to the tribal election of officers to be held on June 7, 2008. We are responsible for publishing the election notification, candidate qualification testing, ballot mailing and receipt, counting of ballots, and reports thereon. All procedures will be performed according to the, Seneca-Cayuga Tribe of Oklahoma Election and Voting Ordinance, dated September 24, 2007, as expected to be amended in the March 4, 2008 Business Committee meeting, unless otherwise agreed upon. If circumstances should arise which necessitate further guidance or interpretation from the Election Committee or Business Committee, a written request for guidance, instructions, or interpretation will be submitted to, Jerry Crow, Election Committee, Chairperson. Mr. Crow will act as the firm's liaison with the Business Committee. Any oral or written advice and/or instructions received by our firm from Mr. Crow or Chief Paul Spicer will be considered to come from the Business Committee and will be relied upon in conducting the election. In the event Mr. Crow, Chief Spicer, and/or the Business Committee cannot, or does not timely respond in writing to the request for guidance or interpretation; our firm will only be required to utilize our best judgement in an attempt to resolve such matter as we see fit.

The Seneca-Cayuga Tribe of Oklahoma will indemnify and hold harmless Chris H. Conine, P.C., or any employees thereof, for any costs or expenses incurred, including but not limited to legal fees and expenses or firm time and expenses incurred, resulting from the this firm's performance of its duties and responsibilities herein.

Following is a list of the open offices according to our records or from discussion with tribal personnel.

- Chief - one year term
- 2nd Chief
- Secretary/Treasurer
- 2nd Council
- 4th Council
- 2nd Council

- 4th Grievance

It is our understanding no referendum questions will be voted on in this election.

Following is our understanding of the important dates in the election process. All dates refer to the calendar year 2008 unless otherwise stated.

- March 15th, election notice publication date
- April 10th, 11th, and through 1:00 P.M. of the 12th, candidacy declaration period
- April 16th, initial report of eligible candidates
- April 18th, last date to present evidence of candidacy eligibility
- April 19th, final report of eligible candidates if change from April 16th
- April 25th, target date for mailing ballots
- June 6th, 11:00 A.M., cut off date for receiving ballots and ballot verification date
- June 7th, 8:00 A.M. counting of ballots held at the Tribal office
- June 10th, 5:00 P.M., certification of election results if not challenged

We will issue a report on each set of procedures indicating whether the procedure was performed or why it was not performed, and any problems encountered in the process.

Chris H. Conine, P.C. will answer all tribal member(s) questions regarding the election as requested by the tribal member(s) without verification of membership.

Chris H. Conine, P.C. will pay April Henderson, Tribal Enrollment Officer, for the time incurred in assisting Chris H. Conine, P.C. with the election, outside of her normal working hours. Ms. Henderson will be compensated at the same hourly rate she is paid by the Tribe.

The engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, we will inform the Election Committee of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in the election process internal control as part of this engagement

Our fee will be based on the number of hours spent and the staff positions of the individuals assigned. My hourly rate is \$150 an hour while staff rates vary from \$50 to \$80 an hour. In addition to the hourly fee rate, the tribe will be billed for expenses such as publication costs, printing costs, postage, machine rental, long distance telephone, copies, travel, post office box rental, voting booths, ballot boxes, legal fees, out of pocket expenses, etc. Our fees and expenses billed are inclusive of any time and expense incurred by the firm from threatened or actual legal/court proceedings resulting from this engagement inclusive of reimbursement for legal fees and expenses. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue or deposits are not timely paid. Work will not be resumed until your account is paid in full. If we elect to terminate services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse for all out-of-pocket expenditures through the date of termination and thereon for matters continuing beyond the date of termination. The Seneca-Cayuga Tribe of Oklahoma will reimburse the firm for any costs of collection and

enforcement of this agreement, including but not limited to firm time and expenses and legal fees and expenses.

To begin the engagement we will require a \$35,000 deposit, return of this engagement letter signed and dated by the Chief, and a Business Committee resolution authorizing the hiring of Chris H. Conine, P.C. for this engagement

Any amounts of the deposit not utilized in fees and expenses billed will be returned to the tribe six months after the election date unless the threat of litigation continues or actual litigation is in process.

As part of this engagement we set forth the following.

1. No person who has a financial interest in Chris H. Conine, P.C. is or shall be elected members of the Tribal government, nor is or shall be a candidate for an elected position of the Tribal government, nor is or shall be related to an elected member of the Tribal government, nor is or shall be related to a candidate for an elected position of the Tribal government.

No elected member of the Tribal government, nor a candidate for an elected position of the Tribal government, or a relative of an elected member of Tribal government, nor a relative of a candidate for an elected position of the Tribal government may be hired or work as an employee for Chris H. Conine, P.C.

3. No payments have been and no payment will be made to any elected member of the Tribal government or to the relative of any elected member of the Tribal government or to any Tribal member or other for the purposes of obtaining or maintaining this agreement or any other privilege for Chris H. Conine, P.C.

The undersigned acknowledges that he or she has full authority to enter into this contract on behalf of the Seneca-Cayuga Tribe of Oklahoma and the tribe agrees to, and hereby does, make a limited waiver of its sovereign immunity for the limited purpose of judicial interpretation and enforcement of this agreement, including the awarding of damages incurred by virtue of any breach hereof. Both parties agree that the District Court of Ottawa County, Oklahoma, shall have proper jurisdiction and venue to entertain such proceeding, with subsequent right of appeal therefrom, to the United States District Court of the Northern District of Oklahoma.

Very Truly Yours,

Chris H. Conine

Acknowledge

Paul Spicer, Chief

thkr,11

Date

S