

GREENBERG  
ATTORNEYS AT LAW  
TRAURIG

Jack Abramoff  
[REDACTED]

July 9, 2002

VIA FACSIMILE: 760-325-4954

Honorable Richard Milanovich  
Chairman  
Tribal Council  
Agua Caliente Band of Cahuilla Indians  
[REDACTED]  
[REDACTED]

Dear Mr. Chairman,

It was an honor to meet you and I greatly appreciate your decision to retain Greenberg Traurig, LLP and look forward to working with you and the Agua Caliente Band of Cahuilla Indians. This letter will confirm the terms of our representation.

Greenberg Traurig ("the Firm") will primarily assist the Agua Caliente Band of Cahuilla Indians ("the Tribe") with all political and lobbying activities related to obtaining a satisfactory outcome to gaming compact renegotiations, environmental matters and other policy and political goals in California. In addition, at the Tribe's discretion, the Firm shall assist the Tribe with federal issues, including but not limited to matters concerning federal appropriations, specific needs of the tribe related to the US Postal Service and tax matters, general Washington, DC and selected national public relations activities, federal-Tribal relations and promotion of sovereignty. We will look to you for our direction on all issues.

As part of our routine in opening new matters, we provide an engagement letter to our clients setting forth our understanding of the services we will be expected to perform, and the basis for our compensation. The firm will perform the work described above at \$150,000.00 per month plus reasonable out-of-pocket expenses.

The Tribe may terminate the agreement at any time. If the Tribe terminates the agreement, the Tribe shall pay to the firm a pro rata amount plus reasonable out-of-pocket expenses for the month during which the contract is terminated.

GREENBERG TRAURIG, LLP  
[REDACTED]

GREENBERG TRAURIG, LLP

AC-0276

Honorable Richard Milanovich

July 9, 2002

Page 2

An advance fee deposit of \$150,000.00 is requested. We will deposit the advance in a trust account, and bill the first portion of our work against it. In accordance with our understanding, please forward to us a payment of \$150,000.00 representing the first month's payment of our fees.

In the event that your account should become more than sixty (60) days past due, we reserve the right, in our sole discretion consistent with the rules of professional conduct, to cease doing any work on any matter we are working on for the Tribe until past due amounts have been paid.

I will personally be in charge of the firm's role, and will assure that all necessary tasks are undertaken and complete. We anticipate that several of our attorneys and government affairs professionals will be involved in this representation to ensure that the representation is carried out in the most effective but efficient manner.

The representation may entail some work that is considered lobbying under the federal lobbying disclosure law. Consequently, where appropriate we will register the tribe as our client and report our activities on your behalf under the Lobbying Disclosure Act of 1995.

The firm has conducted a review in order to assure that no conflict of interest exists between our representation of you and any representations of any of our clients. Our firm in its entirety represents a number of clients, both private and governmental entities, with multifaceted interests in many issues. These clients include, as you know, the Mississippi Band of Choctaw Indians, the Chitimacha Tribe of Louisiana, the Coushatta Tribe of Louisiana and the Saginaw Chippewa Indian Tribe of Michigan. We do not currently, and would not in the future, represent another client in connection with any of the specific matters in which we were representing you, if that other client's interest in those matters was adverse to yours. Furthermore, the firm undertakes to not represent any other tribal government located within the geographical borders of the State of California during the duration of our representation of the Tribe.

Existing or new clients may in the future seek our services in connection with matters which are not substantially related to our work for you. In some instances the interests of those clients may be adverse to yours. It must be clearly understood that our firm cannot undertake to represent the Tribe without assurance that the Tribe will not seek, on the basis of this representation, to disqualify us from representing other clients in any matter that is not substantially related to our work for you. We recognize that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where as the result of our representation of you we have obtained sensitive proprietary or otherwise confidential information that, if known to any other client of ours, could be used in another such matter by that client to your material disadvantage, nor will said consent apply in the instance of any other tribal government located within the geographical borders of the State of California, as noted in the preceding paragraph.

Both we and you must be continually alert to the development of any conflicts. Please contact us immediately if you become aware of a conflict or potential conflict, or take actions that would make a fresh conflict check prudent.

GREENBERG TRAURIG, LLP

250 CANNON STREET AVENUE, NEW YORK, NY 10027

GREENBERG TRAURIG, LLP  
250 CANNON STREET AVENUE, NEW YORK, NY 10027  
860277

Honorable Richard Milanovich

July 9, 2002

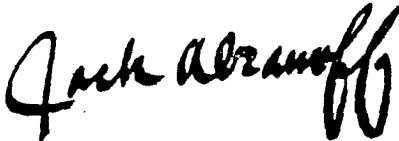
Page 3

We believe that the above provisions and the attachment hereto outline in reasonable detail our agreement as to this representation. If you find these arrangements satisfactory, please sign this letter and return it to me, keeping a copy for your files. Our representation will conform to the terms of this agreement. We sincerely appreciate the opportunity to represent you, and we look forward to a successful relationship.

Very truly yours,

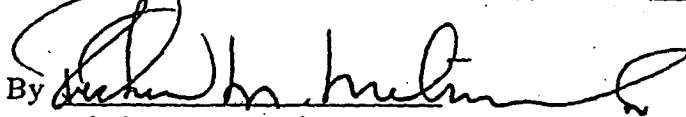
GREENBERG TRAURIG

By:



\_\_\_\_\_  
Jack Abramoff  
Senior Director of Government Affairs

Accepted and agreed to this 9<sup>th</sup> day of July, 2002.

By 

Richard M. Milanovich  
Chairman, Tribal Council

Date 7/11/02

*[Faint, illegible text, likely bleed-through from the reverse side of the page]*

GREENBERG TRAURIG, LLP **AC 0278**