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July 1, 2010

**PRIVILEGED AND CONFIDENTIAL**

**VIA E-MAIL & FEDERAL EXPRESS**

Mr. Michael Blas Makio  
Chairman  
Guam Preservation Trust  
P.O. Box 3036  
100 Cliff Business Center  
Hagåtña, Guam 96932

Re: Engagement Agreement

Dear Mr. Makio:

The purpose of this letter agreement is to confirm the terms and conditions under which Sonnenschein Nath & Rosenthal LLP ("Sonnenschein," the "Firm," "we," "us," and "our") will undertake to represent the Guam Preservation Trust ("Client," "you," and "your"), in connection with the Department of Defense's "Guam and CNMI Military Relocation" project. We will advise only you on this specific matter, and will not be your counsel on any other matter, related or not, or different phase of the matter, without a new or amended engagement agreement. We reserve the right to limit our representation to this particular matter.

Both Matthew Adams and I will be principally responsible for this engagement, but other Firm lawyers may also become actively involved. When appropriate, paralegal personnel may also be used. If, at any time, you have any questions, concerns or criticisms regarding any person from our Firm that is working on this engagement, please contact me immediately.

This is a *pro bono* representation. Normally, our fees are based on the time devoted to the representation, and the billing rates charged by each attorney. The hourly rates of attorneys and other members of our professional staff customarily provide the principal basis for billing for our services. In this matter, however, our firm will represent you on a *pro bono* basis; that is, you will not be charged for time spent by attorneys or paralegals on this matter or for costs and/or disbursements, including, but not limited to, travel expenses, messenger services, or overnight or express delivery services.

You will have the right to terminate our engagement at any time. We also will have the right to terminate our representation of you at any time, subject to giving you a reasonable

Brussels    Chicago    Dallas    Kansas City    Los Angeles    New York    Phoenix    St. Louis  
San Francisco    Short Hills, N.J.    Silicon Valley    Washington, D.C.    Zurich

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opportunity to arrange for alternative representation, consistent with our professional responsibilities.

You understand and acknowledge that we cannot make and have not made any guarantees regarding the outcome of any matter. Any discussions we have with you regarding our representation of you are limited by our knowledge at the time. You also understand and acknowledge that you have been given a reasonable opportunity to seek the advice of independent legal counsel of your choice with respect to this engagement letter and that you have availed yourself of that opportunity if and to the extent you deemed it appropriate to do so. You consent to the Firm's public disclosure of the fact that you are a client of the Firm.

Sonnenschein is a large firm and we represent many other clients in a variety of geographical and subject-matter areas. You agree that you will not consider it a conflict and will provide a waiver, if requested, of any conflict or potential conflict arising from the representation of any other clients in unrelated matters, including matters in which they are adverse to you or in which they are taking positions contrary to your interests, so long as such matters are not substantially related to the work which we are doing for you. Of course, under any circumstances, we will act in accordance with our ethical responsibilities and will hold inviolate any confidential information about you we may acquire in the course of our representation of you. If this understanding is not acceptable to you, please notify us immediately.

You agree that we may dispose of all files pertaining to each of the matters described above at any time after 5 years have elapsed after we have last performed services on such matter. Such disposal will be accomplished in a manner that will protect the confidentiality of such files. You recognize that our lawyers may, in exercising their judgment while working on a matter, discard certain documents, such as interim drafts, the retention of which they do not believe to be significant to the protection of the client's interest.

Should we prevail on this matter and determine that we have a legal basis to recover attorneys' fees, costs, and/or expenses from an opposing party, you agree to cooperate fully in our effort to do so. You further agree that any such recovery will belong exclusively to our firm, to the extent necessary partially to compensate our costs and fees at our regularly billed rates.

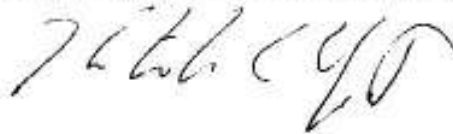
If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate your consent to agreements and disclosures in this letter, by executing the enclosed copy of this letter in the space provided below and return it to our office. A facsimile copy or a scanned copy delivered via e-mail shall be deemed to be acceptable as an original and each party may sign a separate counterpart of this letter. This letter agreement will not become effective until you have executed and returned it to us, but its effective date will then be retroactive to the date that we first provided services to you.

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We are pleased to have this opportunity to represent you.

Yours truly,

SONNENSCHN NATH & ROSENTHAL LLP



Nicholas C. Yost

AGREED:



Mr. Michael Blas Makio, Chairman  
Guam Preservation Trust

cc: Joe Quinata