



Judicial Watch

Because no one is above the law!

CONFIDENTIAL

LEGAL REPRESENTATION AGREEMENT

WHEREAS Robert G. Wright, Jr. (hereinafter "the Client") undertakes to retain the public interest legal services of Judicial Watch, Inc (hereinafter "JW"), and JW undertakes to represent the Client;

IT IS HEREBY AGREED this 1 day of August, 2001 as follows:

1. The Client authorizes JW to evaluate potential legal claims available to the Client and to pursue mutually agreed-upon legal action to protect the Client's rights and interests.
2. JW shall not invoice the Client for any attorneys fees or expenses incurred in prosecuting the Lawsuit or any other legal action taken on behalf of the Client. Rather, only in the event the Client receives an award of attorneys' fees at the conclusion of any lawsuit or other mutually agreed-upon legal action, JW shall be entitled to receive any such court-awarded attorneys' fees as a donation for its public interest legal services. JW shall also be entitled to reimbursement, out of any recovery by the Client, of any and all costs and expenses incurred by JW in prosecuting any lawsuit or mutually agreed-upon legal action. Should the Client receive an award of costs, the award shall be credited to the costs and expenses reimbursable to JW.

CONFIDENTIAL

- 3. Both the Client and JW shall keep any and all communications between them in the strictest confidence. The Client shall not undertake any public appearance or other communication or contact with the media concerning the Lawsuit or any other mutually agreed-upon legal action undertaken by JW on their behalf, without advising and consulting with JW in advance, within a reasonable amount of time. Likewise, JW shall advise and consult with the Client in advance, if feasible, concerning any and all public appearances or other communications or contacts JW may have with the media concerning the Lawsuit or any other mutually agreed-upon legal action undertaken by JW on their behalf.

- 4. This legal representation agreement may be modified only on the written consent of the parties. In the event that this legal representation agreement must be modified to reflect any other mutually agreed-upon legal action, the Client shall not unreasonably withhold consent to any such modification.

JUDICIAL WATCH, INC.

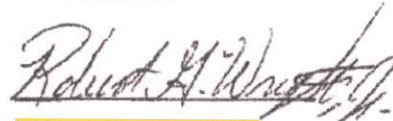
THE CLIENT

By:



Larry Klayman
Chairman & General Counsel

By:



Robert G. Wright, Jr.

By:



Thomas J. Fitton
President