ROSENFELD & ROBERSON
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May 1, 2009

Ms. Elizabeth N. Fretwell
Executive Director
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: *Legal Representation by Michael C. Niarchos*

Dear Ms: Fretwell:

You have requested that I represent The City of Las Vegas Redevelopment Agency (the "Agency") with regard to matters related to various redevelopment and other projects undertaken from time to time by the Agency and its related entities, including, without limitation, the Office of Business Development of the City and that certain mixed use project currently referred to as Union Park owned by City Parkway V, Inc. (the "Representation").

The Representation will be undertaken by Michael C. Niarchos. In connection therewith, the Representation will be undertaken at a fixed monthly fee of $10,000.00. The monthly fee will be in full payment of all services and will be nonrefundable and not subject to increase notwithstanding the amount of services provided in any month in connection with the Representation. Mr. Niarchos, by signing this letter, agrees to provide all services required by the Representation. The parties agree to meet as requested from time to time in order to review the scope of services provided by Mr. Niarchos.

The payment of monthly fee and the Representation will commence on June 1, 2009. The monthly fee will be paid within thirty (30) days of receipt a monthly bill for the fee. From and after your acceptance of this letter, this letter, along with Attachment "A", shall constitute our written

engagement agreement. After you have reviewed this letter along with such attachments and addendum, you are welcome to discuss them with me, or, if you wish, with independent counsel of your choice. If the terms of our engagement are acceptable, please sign and return the original of this letter and retain a copy for your records.

Very truly yours,

Michael C. Niarchos, ESQ.

Accepted: The City of Las Vegas Redevelopment Agency

By: _____
Elizabeth N. Fretwell
Executive Director

Approved as to Form:

By: _____ 5/5/09
Date

Attest: By _____
BEVERLY K. BRIDGES, CMC, Secretary

ATTACHMENT "A"

PRACTICES DESCRIPTION

1. *Client.* Our client(s) in this matter will be the party(ies) listed as addressee(s) in the accompanying retainer letter. To the extent that our original client controls or is controlled by affiliated individuals or entities, this agreement will govern any relationship we might develop with the additional affiliates as well, except to the extent we and such affiliates enter into separate engagement letters.

2. *Responsibility for Payment.* Each of our clients is responsible for the timely and full payment for our services and costs. Where we have more than one client in a matter, each client is jointly and severally responsible for the entire amount of our charges.

3. *The Work.* If you have questions about our work you should feel free to ask them. We do not, however, guaranty or insure any result or opinion. Often the scope of our representation changes over time as matters develop. We do not seek formal written confirmation of this expanded or changed responsibility; however, if from time to time you would feel more comfortable with a formal confirmation, please let us know at that time and we will provide one. Unless otherwise agreed, the retainer letter and this Practices Description will govern the expanded or changed representation as well as the original representation.

4. *Privilege.* Generally, the communications between a client and a lawyer are privileged. This privilege belongs to the client and can be waived by the client only.

5. *Information.* The relationship between lawyer and client is based on the candid exchange of information and ideas. We encourage you to ask questions and to probe our advice. We also expect that our clients will be straightforward with us in supplying information, in keeping us apprised of developments, in answering our questions, and in making information and personnel available to meet time commitments given to court, opposing or other counsel, or otherwise necessary in connection with your matter.

6. *Personnel.* Michael C. Niarchos will be conducting the Representation.

7. *Professional Fees.* Before undertaking a particular assignment, we will, if requested, provide you with a fee estimate to the extent possible. Estimates are not possible for some matters, however. When a fee estimate is given, it is only an estimate; it is not a maximum or minimum fee quotation. The actual fee may be more or less than the quoted estimate. Any fixed or contingent fee arrangements must be provided for in the retainer letter.

8. *Billing and Payment Procedures.* Unless other arrangements are made at the time of the engagement, bills will be sent monthly. We usually request a retainer or advance payment. Except to the extent that fixed or contingency fee arrangements have been agreed to (in which event the retainer will be deemed to be earned upon receipt), the retainer will be deposited into a trust account and you hereby authorize us to apply it to pay our billings. Funds not applied after the termination of our engagement and the payment of our billings will be returned to our client. In accordance with applicable law, interest earned on trust accounts is paid to a fund of the State Bar of Nevada. When

we foresee substantial costs, we may ask you to pay certain of them directly or to fund them in advance. Our statements for matters which are neither contingent fee nor fixed fee will contain a brief narrative description of the work done, along with the amount of our charges. We bill for our work in one-quarter hour increments. We will be happy to break down the charges among the various projects or matters covered by the billing. Statements for services are due and payable upon presentation. Feel free to contact the attorney in charge of your work with any questions or comments that you may have. If you feel that a bill is unreasonable, please contact us and we will be happy to discuss it with you.

9. *Withdrawal.* Our clients have the absolute right to withdraw from our representation without having to state or prove any cause for the withdrawal at any time prior to trial. To the extent allowed by law and the rules of professional conduct, we also retain the right to withdraw with or without cause upon reasonable prior written notice. We will have the right to withdraw if our fees are not paid when due, if our client refuses to cooperate or follow our advice on a material matter, or where we have a conflict of interest or it otherwise becomes unlawful or unethical to continue our representation. Specifically, it is expressly understood that should a client fail to make payments on the earlier of: (a) demand, either verbal or in writing, by us for payment of outstanding amounts billed or requested for replenishment of the Retainer, or (b) thirty (30) days from presentation of an invoice for payment, we may immediately withdraw from representation. Once a decision to withdraw has been made, we may continue to do sufficient work on the matter to provide for an orderly transition and to give our client a reasonable opportunity to arrange new representation.

10. *Miscellaneous.* This Practices Description and the retainer letter will be construed under Nevada law, without regard to its principles of conflict of laws. In the event of any dispute between our client(s) and us, the exclusive jurisdiction for resolution thereof will be the federal and state courts located in Clark County, Nevada, or, if the dispute concerns our fees, the Fee Dispute Committee of the State Bar of Nevada, and in the event of any arbitration, such proceedings will be held in Clark County, Nevada. The retainer letter may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument. The retainer letter may be executed by a facsimile of the signature of any party, with the facsimile signature having the same force and effect as if it had been executed by the actual signature of any party.