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June 17, 2023

ELECTRONIC MAIL

Doug Thornley, City Manager CITY OF RENO 1 E. First Street Reno, NV 89501

Re:

FENNEMORE CRAIG ENGAGEMENT

Dear Mr. Thornley:

I am writing to confirm the terms of Fennemore Craig's representation of the City of Reno (the "<u>City</u>") in connection with the evaluation and redrafting of Titles 4 and 5 of the Reno Municipal Code (the "<u>Matter</u>"). We appreciate the opportunity to work with you.

My hourly rate for this engagement is \$770. The current hourly rates for Wade Beavers and MaryJo Smart who will be assisting me are \$390 and \$360, respectively. Other attorneys, if needed, will be billed at hourly rates which currently range from \$300-\$850, depending on levels of experience. Certain tasks may be assigned to paraprofessionals at hourly rates that currently range from \$175-\$290. Our rates may change periodically. Billings for services will be based on the factors described in the enclosed Terms of Engagement.

In performing our engagement on the Matter (a) we have requested that the city identify for us topics of concern or focus under the current provisions of the Reno Municipal Code for special attention based on its stakeholders' comments, or operational, interpretative and implementation obstacles or burdens and code enforcement complications; and, (b) we have advised the City that we expect the fees and costs associated should not exceed Sixty-Two Thousand Five Hundred Dollars (\$62,500.00)(the "Estimated Maximum Fee"), and that the project should be completed within seventy-five (75) to ninety (90) calendar days from the receipt from the City of a notice to proceed (the "Estimated Project Schedule"). Were either the Estimated Maximum Fee Schedule or the Estimated Project Schedule to materially change, we will promptly inform the City.

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Rule 1.7 of the Supreme Court Rules of the State of Nevada states that a lawyer shall not represent a client if (i) the representation of one client will be directly adverse to another client, or (ii) there is a significant risk that the representation of one more clients will be materially limited by the lawyer's responsibilities to another client or third person, <u>unless</u> each client consents in writing and the lawyer believes that he/she will be able to provide competent and diligent representation to each affected client.

As you know, the Firm frequently represents clients in a variety of matters involving the City, including but not limited to business and privileged licensing, zoning, land use, entitlements, procurements, eminent domain, contractual transactions between the City and its vendors and suppliers, as well as judicial review, writ petitions and other forms of litigation arising out of such matters. The Firm agrees to undertake this Matter on the condition that the City agrees we may represent other clients in matters unrelated to the specific scope of services provided on this Matter, even if such unrelated matter relate to the provisions or interpretations of the Reno Municipal Code, and the interests of the other clients are adverse to or inconsistent with a position taken by the City (which would include representation of other clients adverse to the City in litigation or arbitration), including if necessary, we may examine or cross-examine City personnel in matters on behalf of other clients in such proceedings or in other proceedings, provided the other matter is not substantially related to this Matter and we do not use confidential information obtained from the City in the course of representing the City in this Matter.

In deciding whether to consent, the City should consider the material risks of, and reasonably available alternatives to, the Firm's representation of the City in the Matter. By consenting to this arrangement, the City is waiving our obligations under Rule 1.7 to it so long as we maintain confidentiality and adhere to the foregoing limitations. We seek this consent as a condition of accepting the Matter and to allow our Firm to meet the needs of existing and future clients, to remain available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur, delay, prejudice or additional cost such as acquiring new counsel with the matter.

Fennemore Craig has offices located in Reno and Las Vegas, which are fully staffed with lawyers who are admitted to practice law in the State of Nevada. In addition, we have offices in Arizona, California and Colorado with lawyers admitted in those jurisdictions. For this matter, we may or will seek assistance from other lawyers who are not admitted in Nevada but who will work with our Nevada-admitted lawyers. As the engagement proceeds, we may enlist the services of other firm lawyers, not admitted in Nevada, in order to provide all of the legal services

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you have requested. Under Rule 7.5A of the Nevada Rules of Professional Conduct, we are required to make this disclosure. If you have questions about it, now or in the future, please let us know.

I encourage you to contact me with any questions or comments you may have in the future regarding our statements or services.

Please review this letter and the enclosed Terms of Engagement, which are incorporated herein, and if the terms and conditions of the engagement are satisfactory, please sign and return to me a copy of this letter.

Call if you have any questions. We look forward to working with you.

Sincerely,

Dan R. Reuser

Dan R. Reaser

DREA/dwhe

I have reviewed this letter and the enclosed Terms of Engagement and I agree to the terms and conditions in both.

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TERMS OF ENGAGEMENT

TO OUR CLIENTS:

Fennemore Craig's standard terms of engagement for providing legal services are summarized below. These terms are an integral part of our agreement to provide you with legal services. Please contact us promptly after reading these terms if you have any questions.

1. Who is Our Client? It is our policy to represent only the person or entity identified in our engagement letter. Unless specifically stated in that letter, our representation of you does not extend to any of your affiliates. For example, if you are a corporation, our representation does not include any of your parents, subsidiaries, employees, officers, directors, shareholders, or any entities in which you own an interest. If you are a partnership, our representation does not extend to the individual partners of the partnership. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members. In addition, the advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by anyone else without our written consent.

2. Conflicts.

- (a) The firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests, including in litigation. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.
- (b) In addition to your consent to our representation of existing and new clients described above, you agree that we may disclose the fact of our representation of you to other current or future clients that may be adverse to you for the purpose of obtaining such other

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clients' consent to any conflict of interest that may be presented by our representation of you and such other client. For example, if we are asked to represent a client on a matter that is adverse to you but which is not substantially related to our representation of you, we may inform that client that we represent you on other unrelated matters, but without disclosing the nature of such matters. Such disclosure is necessary for the other client to consent to the conflict and our continued representation of you. We will not disclose to the other client any confidential information pertaining to our representation of you.

3. Fees. Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. We encourage you to discuss with us at any time any questions you might have concerning our billing procedures. We will charge fees that are reasonable based on criteria for reasonableness set forth in the Nevada Rules of Professional Conduct, which include the time, effort and skill required to perform the services properly, the novelty and complexity of the issues, time constraints imposed by the client or by the nature of the matter, the degree of risk imposed on the lawyer, the amount involved and the results achieved. In many cases, the fees billed will be based in substantial part on our standard hourly billing rates. Standard hourly rates may change periodically, and any changes will be reflected in our monthly billing statements.

4. <u>Billing and Costs.</u>

- (c) We ordinarily bill monthly. We request that you review any billing statements promptly upon receipt to determine if you have any questions or comments. Our billing statements are due and payable upon receipt. We ask and expect payment of our statements on a current basis, as delayed payment adds to our overall costs of providing services. Interest at the rate of 12 percent per annum will be assessed on all amounts over 30 days past due. We bill for all costs advanced for items such as filing fees, expert witness fees and travel expenses. Bills will also include charges for other costs, such as long distance telephone charges, outgoing telecopier charges (\$.75 per page for transmission plus long distance charges), document reproduction costs (\$.20 per page), messenger charges, and under certain circumstances, secretarial overtime, including related overhead in appropriate instances. Any changes in these routine charges will be reflected in our monthly billing statements.
- (d) We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. However, some disbursements, such as telephone charges, are not available to us until sometime after the month in which the service related to the charge was performed, in which case either a supplemental statement will be

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prepared, or an estimated amount will be included in the initial billing and an adjustment made when the actual disbursement information is available.

- (e) We may request and you agree to pay certain large disbursements, such as appraisal fees and expert witness fees, directly to the third party provider.
- (f) We look to the client for payment regardless of whether the client is insured to cover any particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other charges resulting from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains the client's obligation to pay all amounts due to us upon receiving our statement.
- (g) It is the firm's policy that, if an invoice remains unpaid for more than 90 days, then, absent extraordinary circumstances and subject to legal ethics constraints, we reserve the right to terminate representation, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to us.
- 5. Retainers. We frequently obtain an advance retainer from new clients, and from existing clients under certain circumstances, to secure the payment of our fees and recoverable expenses. The amount and terms of the retainer arrangement are determined after consultation with the billing attorney. It occasionally may be appropriate to require an additional retainer after the commencement of the engagement, depending on payment history or on the scope of the work. The retainer will be held in a general firm trust account, with interest payable to the general firm trust account. Although we will typically hold the retainer in trust and apply it to our final invoice, we reserve the right to apply the retainer to our fees and expenses as we earn or incur them from time to time over the course of the engagement, in which case we may ask you to maintain the advance retainer at the amount of the initial retainer or some other amount. Retainer disbursements will be detailed on our billing statements sent to you.
- 6. <u>Estimates</u>. Any estimates of anticipated fees that we provide, for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum or minimum fee quotation. Our actual fees will be determined in accordance with the policies described above.

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- 7. Opinions. During the course of our representation of you, we may express opinions or beliefs concerning litigation or various courses of action and the results that might be anticipated. Any such statement made by any attorney or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.
- 8. <u>Client Responsibilities</u>. Recognizing that we cannot effectively represent you without your cooperation and assistance, you agree to cooperate fully with us and to provide promptly all information known or available to you that is relevant to the subject matter of our representation or otherwise requested by us. Failure to provide requested information could reduce the effectiveness of our representation of you. Because it is important that we be able to communicate with you at all times in order to consult with you regarding your representation, you agree to inform us of any changes in the name, address, telephone number, contact person, e-mail address, state of domicile or other relevant changes regarding you or your business. It is essential that we be able to reach you when needed. If you affiliate with, acquire, or are acquired by or merge with another company, you agree to provide us with sufficient notice to permit us to determine whether such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger.
- 9. <u>Credit Checks</u>. Depending on the nature of our representation of you, we may from time to time request information from credit reporting agencies for the purpose of verifying or considering your credit status. Your engagement of Fennemore Craig will constitute your authorization to perform such credit checks.
- 10. Representation of Lawyers. We sometimes represent lawyers and law firms, and we are sometimes represented by other lawyers and law firms in matters unrelated to our representation of you. Because we do not believe these representations will materially limit our responsibilities to you or will otherwise adversely affect our representation of you, we do not believe these representations present conflicts of interest, including where any such firm also represents a client whose interests are opposed to yours in either a litigation or transactional setting. If, however, you have any concerns about whether such a relationship exists between this firm and the law firm that represents a client whose interests are adverse to yours in connection with this representation, please ask us whether there is any such relationship and we will attempt to address your concerns. Otherwise, it is agreed that we may represent or be represented by lawyers or law firms that also represent clients whose interests are adverse to yours.

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- 11. Renewals and Updates. We do not undertake to renew or maintain any trademarks, trade names, patents, UCC financing statements, judgments or other filings unless (i) otherwise specifically agreed upon in writing, and (ii) we are currently representing you at the time such renewal is required. As a matter of courtesy only, we may from time to time voluntarily provide you with notices of future events or activity affecting your rights related to such filings or other documentation we have prepared, but any such notices shall not be regarded as evidence of an obligation to provide them to you or any assurance that such notices will be provided in the future.
- 12. <u>Termination</u>. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct and our obligation to give you reasonable notice to arrange for alternate representation. The engagement shall also terminate on the completion of our services hereunder. We may also consider the relationship to have terminated if no matters are pending and there have been no communications between us for 3 months or more. You will remain obligated to pay for fees and costs incurred prior to termination.
- 13. Post-Engagement Matters. Unless our engagement is by its nature a continuing one (as when we are initially engaged to handle one of a series of separate matters that will be referred to us in connection with an ongoing project) or unless the engagement letter specifically reflects that our engagement is intended to continue beyond the current matter, our engagement will cease upon completion of the matter for which you have engaged us. After completion of the matter, changes may occur in laws or regulations that are applicable to you that could have an impact upon your future rights and liabilities. Upon conclusion of the tasks we have been asked to perform in connection with this engagement, we will have no duty to inform you of future developments or changes in the law affecting any of your interests including your interests in the matter subject to this engagement. To the extent that we voluntarily provide you with newsletters, documents or information concerning such matters following the conclusion of this engagement, such provision shall be considered a matter of courtesy only and shall not be considered the fulfillment or basis of any duty or the re-establishment of any attorney-client relationship.
- 14. Retention and Destruction of Documents. Following the conclusion of this engagement, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment of outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm.

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These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work reports, prepared by or for the internal use of lawyers. If you do not request the return of your records, your records will be destroyed following a set period of time. The period of time for which particular client files will be retained is governed by our document retention / destruction policy and may vary depending on the nature of the engagement involved. In any event, all files may be destroyed 7 years following the conclusion of the engagement.

- 15. Arbitration. Although we look forward to a mutually enjoyable relationship, in the unlikely event of any dispute regarding the amount or payment of fees, we shall have the right to terminate our legal representation in this matter, subject to our obligation to give you reasonable notice to arrange for alternate representation. In order to avoid litigation in the event of any such dispute concerning any billings submitted by our firm, we mutually agree that any such dispute shall be submitted to mandatory binding arbitration. While arbitration is a faster, less costly and less publicized avenue for resolving disputes, you should know that in agreeing to arbitration, you are waiving your right to a trial by jury. Because of this, you are encouraged to seek the advice of independent counsel before agreeing to these terms. All matters shall be heard in Reno, Nevada. The decision of the arbitrator(s) shall be final and binding on the parties. Judgment on any arbitration award may be entered in accordance with the provisions of the Uniform Arbitration Act of 2000, as adopted in Nevada, N.R.S. §§ 38.206 et seq., and of the Nevada Arbitration Rules. In the event that dispute resolution proceedings are instituted between us in accordance with this paragraph, the prevailing party shall be entitled to an allowance of reasonable attorneys' fees and other costs incurred as a result of the action or proceeding.
- 16. <u>Mediation</u>. As to any claim or dispute arising out of or connected with our services, other than a fee dispute covered by the preceding paragraph, we mutually agree to attempt in good faith to settle the dispute by non-binding mediation before commencing any legal action or other dispute resolution procedure.
- 17. <u>Affiliations</u>. Fennemore Craig is a member of The Toledo Group, a national network of independent law firms that seeks to share experiences and best practices in law firm administration, practice management, technology deployment and service delivery, and other similar law firm organizations. Although a member of one or more such organizations, Fennemore Craig is completely independent and does not have common operations, share fees or collaborate on a pre-arranged basis with other member firms. If collaboration with other independent members of organizations is appropriate to serve your needs, Fennemore Craig will

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discuss the specific engagement with you to assure understanding and agreement of the roles and duties assumed by each involved law firm.

18. <u>Multi-Party Representation</u>.

- (h) Under the Rules of Professional Conduct, we are permitted to represent multiple clients in a matter as long as we can adequately represent the interests of each client and each client knowingly consents to the joint representation. If this matter involves our representation of multiple clients, we believe, based on the information available to us, that there are currently no conflicts of interest among the clients that would prevent us from undertaking their joint representation. Accordingly, we will share all material information relating to the representation with all clients; although our communications with one or more of you are protected by the client-attorney privilege vis-à-vis all third parties, information any one of you shares with us is not protected by the privilege among yourselves. While the interests of the multiple clients may be similar in many respects, they may not be identical and a conflict may develop at some later date. If at any time you become aware of any conflict or potential conflict between your interests and those of another client, we ask that you communicate with us immediately so that we can consult with you and our other clients in this matter for the purpose of considering whether we can continue to represent any of the clients. If the parties disagree on any issue, we will ask you to resolve your differences among yourselves, without our assistance. If you cannot resolve your differences, we will not be able to represent any one of you as to that issue. If the differences are serious enough, we may be required by applicable ethics rules to withdraw from the matter completely.
- (i) While our bills may only be sent to one party of the multi-party representation, all parties to the representation shall be jointly and severally responsible for payment of our fees and costs, unless the parties and we have agreed that fewer than all parties shall be responsible for payment of our fees and costs.
- (j) If fewer than all parties have agreed to pay our fees and costs for the benefit of all, those clients who will not be responsible for payment of our fees and costs have consented to our joint representation of all clients notwithstanding that our fees and costs will be paid by one or more of the other clients.
- 19. <u>Local Counsel</u>. If you have engaged us as Nevada counsel to work with lawyers with whom you have had a longstanding relationship outside Nevada or lawyers you have engaged for the specific purpose of having overall responsibility for the matter for which you

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have engaged us (in either case, "nonresident counsel"), we understand that our responsibility will be limited to consulting with nonresident counsel about matters of Nevada law and procedure. Notwithstanding this limitation, we will undertake any tasks necessary to comply with our obligations under state and federal rules and, pursuant to direction from nonresident counsel, we will undertake other tasks and responsibilities as requested necessary to accomplish the goal of the representation. For the purpose of performing services as local counsel, we will expect to review correspondence and pleadings sufficient to understand the tasks we may be requested to perform, fulfill our obligations under state and federal rules, and respond to inquiries from parties, counsel, courts, and governmental agencies. The reasonable time required for these activities will be billed and paid in accordance with these Terms of Engagement.

- 20. Representation of Attorneys. Our work on behalf of a law firm and its attorneys will be limited to the work described in the accompanying engagement letter. Because we may represent clients in business and litigation matters where your firm represents a party with interests adverse to those of our other clients, the potential exists that actions taken by Fennemore Craig on behalf of its clients could directly or indirectly impact you and your firm. Examples are claims of conflict of interest, requests for discovery sanctions, and objections to fee applications. Accordingly, our representation of you and your firm is with the understanding that you consent to any conflict of interest with respect to our representation of other clients with respect to such matters.
- 21. Representation of Spouses. Spouses can have differing, and sometimes sharply conflicting, interests and objectives regarding matters such as estate plans. If each spouse had their own separate attorney, each would have an "advocate" for their position and each would receive totally independent and confidential advice from their own attorney. All information given to the separate attorney would be confidential, and none of that information could be disclosed to the other spouse without consent. This is not the case when one firm advises both spouses jointly. If we represent both spouses, we cannot be an advocate for one against the other. Information that either spouse gives to us cannot and will not be kept by us from the other spouse. If you have asked us to advise you jointly, our effort will be to assist you jointly and encourage the resolution of any differences of opinion or conflicting interests in an equitable and logical manner. As to those matters on which your individual interests may differ, we will attempt to explain to both of you the interests of each of you, and the effect on each of you of a particular course of action. If at any time during our representation of you either spouse wishes to retain separate counsel, the one desiring separate counsel may terminate our representation and we will be free to continue to represent the other spouse. However, we will be unable to continue to

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represent either spouse, without the consent of the other, in this or any substantially related matter in which your interests may be adverse. If we conclude that a serious or potentially serious conflict of interest between the spouses has developed, or is likely to develop, and that we should therefore not continue to represent either spouse, we will promptly notify both of you that we can no longer continue to represent either of you. In that event we will not be obligated to disclose to either spouse the precise reason or reasons why we have concluded that we should discontinue the representation.

- Representation of Employees and Employers. If we are representing both an 22. employer and employee as joint clients, we have formed a judgment that employee's and employer's interests are sufficiently aligned that no conflict of interest is presented by the joint representation. If employer has agreed to pay our fees and expenses for both employer and employee, employee has consented to such payment by employer. We urge employee, however, to consult with another attorney of her or his choice about our representing both employee and employer. Either party has the right to discharge us at any time, for any reason. If we learn something from either employee or employer that is relevant and material to the other concerning this matter, each agrees that we will share such information with the other. Employee and employer agree that we will share such information even if it is something employee or employer would otherwise want to be kept secret. If at some point we believe a conflict exists between employee and employer, employee agrees that we may withdraw from representing employee and continue representing employer. Moreover, employee agrees that we will be permitted to use information gained from employee to defend employer, even if the information is something employee would want to be kept secret. Employee also agree that we will be permitted to use this information if employee discharges us.
- 23. <u>Insurance Coverage</u>. If the services we are engaged to perform relate to the defense of your intellectual property rights, your comprehensive general liability or other liability insurance may provide some reimbursement for the associated legal fees. We urge you to contact your insurer or broker to determine the nature and extent of applicable coverage, if any. It is the client's responsibility to pay the firm for services rendered and to obtain reimbursement from the insurer, unless we have otherwise agreed with you and your insurer.
- 24. Representation of Insureds. If our representation of you arises out of a matter for which you have insurance, and your insurance company has agreed to pay our fees and costs, you consent to our representation of you in such matter notwithstanding the payment of our fees and costs by an insurance company. We have accordingly formed a judgment that such payment will not interfere with our independent professional judgment or our relationship with you, our

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client. Moreover, except as provided below, information relating to your representation will be kept confidential unless you consent to its disclosure.

Notwithstanding the foregoing, if this matter is covered by insurance in whole or in part, you agree that we will share with your insurance company this engagement letter and the Terms and Conditions of our engagement by you, or your insurance company on your behalf. Your insurance company accordingly agrees that it is not the firm's client and that the firm may represent clients with interests adverse to it in unrelated matters, including litigation.

Although we may share certain information regarding this matter with, and provide periodic reports to, your insurance company, and will comply with guidelines issued by your insurance company to counsel retained on behalf of insureds that are not inconsistent with the Terms and Conditions of this engagement, under the Rules of Professional Conduct our duties run primarily to you, the insured. Should we obtain information in the course of our representation that may relate to a coverage dispute between you and your insurance company, we will not furnish such information to you or your insurance company, except that we shall advise you, and your insurance company hereby consents to such advice, of the existence of a possible coverage dispute and that you may want to consult with separate counsel with respect to that dispute. If a coverage dispute should develop, we will not represent you or your insurance company in such dispute.

25. Federally Regulated Financial Institutions. If you are a federally regulated financial institution, our engagement, unless expressly described otherwise in the accompanying engagement letter, will be limited to assisting you with the structuring, negotiation, documenting and closing of your financing transactions, and conducting a legal review (the scope of which will be defined at the commencement of each separate transaction) of certain due diligence matters pertaining to each prospective borrower's business. In connection with the foregoing, we will also assist you with the federal regulatory aspects of your receipt of equity enhancements (e.g., warrants and success fees) in connection with your financing transaction and the effect on, and applicability to, your financing transaction of federal margin stock laws and regulations; however, if we are not your counsel with respect to general corporate compliance matters, we will not otherwise undertake any responsibility for assuring that, with respect to any of the financing transactions, you will be complying with applicable state or federal laws and regulations because of your legal or regulatory status or because of the general nature of your business, including, without limitation, capital adequacy requirements, lending limits, restrictions on affiliate and insider transactions, rules regarding interlocking boards of directors, governmental reporting and licensing requirements, and federal, state or local tax matters. Of

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course, you may limit or expand the scope of our representation from time to time, provided that any such expansion is agreed to by us.

26. <u>Confidentiality</u>. We will maintain all information regarding your representation confidential in accordance with the Nevada Rules of Professional Conduct. Nevertheless, from time to time we may have discussions with other lawyers for the purpose of considering their employment by Fennemore Craig, or law firms for the purpose of considering a potential acquisition of or merger with such law firms. During the course of those discussions it may be necessary to disclose your identity as a client or fee and billing information relating to our representation of you. Such disclosure shall be subject to a confidentiality agreement between us and such other lawyers or law firms, and you agree that we may disclose such limited information for these purposes.

We are pleased to represent you and we look forward to a mutually satisfying relationship. Again, if at any time you have a question or concern, please feel free to bring it to the attention of the attorney or attorneys responsible for your representation at Fennemore Craig.