

**CONTRACT FOR TAX CREDIT LEGAL CONSULTANT SERVICES
FOR THE MUSEUM OF ORGANIZED CRIME AND LAW ENFORCEMENT**

THIS CONTRACT is being entered into this _____ day of _____, 2011 by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and HOLLAND & KNIGHT (hereinafter the "Company") having its principal office located at 10 St. James Avenue, Boston, Massachusetts 02116.

SECTION A – Contract Form

The subject matter of this Contract is the provision of legal consultant services.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a) "Award Date" means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) "City" means the City of Las Vegas.
- (c) "City Council" means the governing body of the City of Las Vegas.
- (d) "Company" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (e) "Company Representative" means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (f) "Contract" means this document, consisting of Sections A through E, which is binding and effective only upon execution by the City and the Company.
- (g) "Credits" means federal rehabilitation tax credit and New Markets Tax Credit (NMTC)
- (h) "Deliverable" means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of this Contract.
- (i) "Non-exclusive Contract" means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (j) "Project" means the Museum of Organized Crime and Law Enforcement, located at 300 Stewart Avenue, Las Vegas, Nevada 89101.
- (k) "Project Manager" means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is Firm Fixed Price, Not to Exceed (NTE). This is a Non-Exclusive Contract.

B-3 Prices/Costs

- (a) Payment Schedule. The City will pay the Company for services performed at fixed labor rates as shown below in Section B-3 (b), and reimburse the Company at cost for allowable expenses, in amounts not exceeding the following:

<u>Item No.</u>	<u>Description</u>	<u>NTE Amount</u>
1	Professional Services	\$125,000
2	Reimbursable Expenses	\$ 5,000

Fees shall be invoiced in one lump sum when services are complete and the Transaction has closed, or on the abandonment of the Transaction.

The Company shall provide written notification to the City when it has reached 85 percent (85%) of the NTE amount. After delivery of such notification, the Company and the City shall mutually agree on an increased NTE amount. If the parties cannot agree on an increased NTE amount, the Company may terminate the Contract

without penalty. If the Company elects to terminate the Contract, the City shall pay to the Company all payments due under this Contract up to and including the date of such termination within 30 days of termination. This process shall continue until the Transaction has closed or this Contract is otherwise terminated.

- (b) Labor Rates. The City will pay the Company a fixed hourly labor rate for actual time worked, in accordance with the following rates:

Douglas R. Banghart	\$450.00 / hour
Michelle R. Fonseca	\$450.00 / hour
John D. Kelley	\$450.00 / hour
Andrea Casassa	\$200.00 / hour
Patrick J. Cronin	\$350.00 / hour
Jeffrey D. Gaulin	\$410.00 / hour
Kiley A. Gosselin	\$215.00 / hour
Mary Beth Hubner	\$300.00 / hour
Lindsey B. Sands	\$350.00 / hour
Susan Bury	\$225.00 / hour
Jarrod C. Connors	\$225.00 / hour
Christine R. Piraino	\$225.00 / hour
Maureen R. Villeneuve	\$225.00 / hour

Other such professionals of the Company at the January 2010 hourly rates then in effect.

- (c) Reimbursable Expenses. The City will reimburse the Company for reasonable expenses incurred in the performance of Contract services, such as printing, postage, and long distance telephone calls. The company will invoice such expenses at cost with no mark-up.

B-4 Invoices

- (a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:
- (i) the date of the invoice;
 - (ii) the Contract Item against which charges are made;
 - (iii) attorney name with dates and hours billed;
 - (iv) performance dates covered; and
 - (v) receipts for Reimbursable Expenses

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Business Development
ATTN: David Bratcher
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

- (b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas or any other source."

B-5 Performance Period/Delivery Schedule

The performance period commences from Award Date and continues through the completion of services provided, anticipated to be on or before June 1, 2011.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall advise the City concerning qualification of the Project for Credits and the negotiation of the terms of an investment with one or more qualified community development entities ("CDEs") and Tax Credit investors (the "Investors"). The Company shall render one or more tax opinions that special purpose entities formed to develop the Project are qualified active low income community businesses for purposes of the Credits.

The Company will review all relevant development and financing documents, as well as the operating agreements and other documentation relating to the investment of the Investors and the loans by the CDEs. The Company will work closely with the Reznick Group, P.C. modeling the transaction to maximize the benefits of the Credits to the Project on an after-tax basis and to minimize the tax risk assumed by the City.

The Company has performed services which fall under the scope of this Contract and which will be billed as a part of this Contract. These services included analysis of the relationships of various parties to this Transaction, tax implications of the financial structure of the Project, and working with counsel retained by the 300 Stewart Avenue Corporation. Fees for these services totaled \$21,000 and are included in the NTE Amount indicated in Section B-3, above.

C-2 City Responsibilities

The City will coordinate the production of due diligence materials required by the Investors and the CDEs related to the Project. The City's in-house or local counsel will render any required state law opinions.

C-3 Deliverables

The Company shall deliver a report containing, at minimum, legal opinion(s) whether special purpose entities formed to develop the Project are qualified active low income community businesses for purposes of the Credits.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

- (i) received by the party to whom it is directed by hand delivery or personal service, or
- (ii) transmitted by facsimile with confirmation of transmission, or
- (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas City Hall
Manager, Purchasing and Contracts, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY: Holland & Knight
10 St. James Avenue
Boston, Massachusetts 02116
Fax: (617) 523-6850

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For the purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

- (a) The City designates Teri Ponticello as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates Douglas Banghart as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City. Notwithstanding the foregoing, nothing herein shall prohibit Company from re-using the work product it develops in the course of representing the City, to the extent such work product does not contain confidential or proprietary information about the City.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice to the Company specifying the extent and effective date of termination. On the effective date of termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, City agrees to pay the Company within 30 days of receipt of a correct, adequately documented invoice. The City's sole liability under this Paragraph is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - (i) Perform the services under Section C, including, if applicable, delivering any required documentation within the time specified in this Contract or any extension;
 - (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.
- (d) The Company shall not be liable for excess costs if the failure to perform arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).
- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance: [CAO-1/12/09]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

- (i) Workers' Compensation Insurance protecting the Company from potential Company employee claims based upon job-related sickness, injury, or accident during performance of this Contract and must submit proof of such insurance to Insurance Tracking Services, Inc. (ITS) the City's authorized representative on a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's employees assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or a similar form. See E-5(f) with respect to the obligations of subcontractors and subconsultants..
 - (iii) Professional Liability Insurance of limits not less than \$1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect to Insurance Tracking Services, Inc. (ITS), the City's authorized representative, prior to and as a condition of award of this Contract. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with certificate(s) of insurance as evidence that all insurance requirements have been met. The Company or insurance carrier shall provide ITS with 30 day advance notice of policy cancellation except 10 days for notice of nonpayment of premiums.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext 503
Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds for the Commercial General Liability Insurance required above, and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. With respect to professional liability insurance, no deductible or self-insured retention may exceed \$2,000,000 per single claim or \$4,000,000 in the aggregate. With respect to worker's compensation insurance, no deductible or self-insured retention may exceed \$150,000.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach pursuant to Paragraph E-4 and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements specified above, and as required in this paragraph.

- (g) The Company is encouraged to purchase any additional insurance it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-5 (a) i-ii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-7 Indemnification [CAO-7/24/08]

- (a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of this Contract, regardless of whether the Liabilities were caused in part by the City. This indemnification does not indemnify the City, its officers, employees, or agents for consequential damages.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved.
- (c) It is expressly agreed that the Company shall defend the City against the Liabilities and, in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same.

E-8 Waiver [CAO-7/24/08]

Waiver of any terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such

finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

- (b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph
- (c) If at any time during the term of this Contract or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of the City who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

E-17 Conflict of Interest (The Company)

The Company hereby represents to the best of its knowledge that it does not represent any client in any matter whose interests are adverse to the City. However, the Company has substantial national practices in land use, real estate development, environmental, and other areas. As a consequence, the Company is on occasion transactionally adverse to municipalities in such areas. As such, the City grants the Company an advance conflict waiver concerning the Company's representation of clients in any future transactional matter adverse to the City, specifically but not exclusively in the areas of land use permitting, development, and/or environmental matters unrelated to this Contract. In addition, as to any representation of a future client whose interest may be adverse to the City in litigation, or as to any existing client whose interest is not now but may become in the future adverse to the City in litigation, the Company agrees to notify the City of such conflict, and provided that the matter is unrelated to this Contract, the City agrees that it will consider in good faith a waiver of such conflict, and that such waiver will not be unreasonably withheld.

E-18 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-19 Confidentiality – City Information [R]

- (a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) information is at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process. But in such event the Company shall notify the City, and City, in its sole discretion, may seek to quash the demand.
- (c) Notwithstanding the confidentiality requirements of this Contract, the Company may comply with all reporting requirements of the American Jobs Creation Act of 2004 as it understands them.
- (d) The obligations of confidentiality shall survive the termination of this Contract.

E-20 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-21 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities in whatever amount necessary without prejudice or liability to the City if funding is not available, or if legal restrictions are placed on the expenditure of monies for the services required under this Contract.

E-22 Changes – Fixed-Price Services [CAO-7/24/08]

- (a) The City may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following: i) description of services to be performed; ii) time of performance (i.e., hours of the day, days of the week, etc.); iii) place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-23 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-7-11
Deputy City Attorney Date

HOLLAND & KNIGHT LLP

Douglas R. Banghart
DOUGLAS R. BANGHART, Partner
"Company"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any change in control of the firm, which shall be defined as a change in more than 50% of the equity ownership of the Contracting Entity. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any change in control may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name Holland & Knight, LLP c/o Douglas Banghart, Esq.	Legal Consultant Services for Mob Museum Tax Credits Contract # 110159-PH
Address 10 St. James Ave Boston MA, 02116	
Telephone 617 305 2054	
EIN or DUNS 590663819	

Block 3 Type of Business
☐ Individual ☒ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all equity partners of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: six (6) _____

Block 5 Disclosure of Ownership and Principals – Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A _____

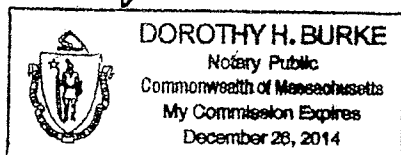
Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate.
I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Doris E. Bang on behalf of H&K Knight
Name
3/10/2011
Date

Subscribed and sworn to before me this 10th day of

March, 2011
Dorothy H. Burke
Notary Public



HOLLAND & KNIGHT LLP

Disclosure of Ownership - Continuation

Name	Location	Title
Abel, Michael A.	Jacksonville	Equity Partner
Adams, Alfred B.	Atlanta	Equity Partner
Adams, Barbara A.	Chicago	Equity Partner
Adams, Glenn A.	Orlando	Equity Partner
Alexander, Martin J.	West Palm Beach	Equity Partner
Anderson, Rod	Tampa	Equity Partner
Anderson, Tamsen P.	San Francisco	Equity Partner
Angius, Christopher W.	Portland	Equity Partner
Arden, Thomas P.	Chicago	Equity Partner
Aronson, Mark I.	Miami	Equity Partner
Arouh, Jeffrey A.	New York	Equity Partner
Atcitty, Shenan R.	Washington	Equity Partner
August, Adam J.	Northern Virginia	Equity Partner
Bacheller, Chester E.	Tampa	Equity Partner
Baker-Shenk, Philip M.	Washington	Equity Partner
Baldwin, Gregory A.	Miami	Equity Partner
Baldy, Anderson L.	Tampa	Equity Partner
Ball, Stephen T.	Orlando	Equity Partner
Banghart, Douglas R.	Boston	Equity Partner
Barnard, Deborah E.	Boston	Equity Partner
Barton, Bernard A.	Tampa	Equity Partner
Basha, Leigh-Alexandra I.	Northern Virginia	Equity Partner
Bean, Daniel K.	Jacksonville	Equity Partner
Beaton, Neal N.	New York	Equity Partner
Beers, Meredith A.	Boston	Equity Partner
Bell, Rodney H.	Miami	Equity Partner
Bevington, Elizabeth L.	Tallahassee	Equity Partner
Blank, Stacy D.	Tampa	Equity Partner
Bloom, William R.	Miami	Equity Partner
Boeke, Noel R.	Tampa	Equity Partner
Bogorad, Stephen A.	Washington	Equity Partner
Bohrer, Sanford L.	Miami	Equity Partner
Boland, Michael J.	Chicago	Equity Partner
Booth, Susan J.	Los Angeles	Equity Partner
Boothe, Jeffrey F.	Washington	Equity Partner
Boyett, Christopher W.	Miami	Equity Partner
Bradner, Robert H.	Washington	Equity Partner
Braid, Frederick D.	New York	Equity Partner
Brockman, Christopher C.	Orlando	Equity Partner
Brooks, Malcolm H.	Chicago	Equity Partner
Brothers, Henry J.	Washington	Equity Partner
Brownlee, John L.	Northern Virginia	Equity Partner
Bucholtz, Harold	Washington	Equity Partner
Burkland, Mark E.	Chicago	Equity Partner
Byrne, William P.	Jacksonville	Equity Partner
Cadwalader, Lynn K.	San Francisco	Equity Partner
Calkins, Lynn E.	Washington	Equity Partner
Camarra, Christopher L.	Washington	Equity Partner
Cannon, L K.	Jacksonville	Equity Partner
Casal, Jose A.	Miami	Equity Partner

Cavanaugh, J M.	Washington	Equity Partner
Chapman, Michael L.	Tampa	Equity Partner
Chasnow, Robert M.	Washington	Equity Partner
Clapp, Douglas W.	Boston	Equity Partner
Cohn, Jerald S.	Bethesda	Equity Partner
Colandreo, Brian J.	Boston	Equity Partner
Colao, Ivan A.	Jacksonville	Equity Partner
Coleman, Charles L.	San Francisco	Equity Partner
Collins, Christopher H.	Washington	Equity Partner
Compagno, John M.	San Francisco	Equity Partner
Conner, Timothy J.	Jacksonville	Equity Partner
Connolly, Peter M.	Washington	Equity Partner
Conti, Louis T.	Orlando	Equity Partner
Cooper, Scott E.	Boston	Equity Partner
Cosio, Jose R.	Miami	Equity Partner
Coventon, Kevin E.	Atlanta	Equity Partner
Craft, Randal R.	New York	Equity Partner
Craig, Sharon N.	Bethesda	Equity Partner
Crowley, Richard A.	New York	Equity Partner
Currier, Maria T.	Miami	Equity Partner
Curtin, Lawrence N.	Tallahassee	Equity Partner
Dadakis, John D.	New York	Equity Partner
Daniel, Harold T.	Atlanta	Equity Partner
Daniel, Laurie W.	Atlanta	Equity Partner
Dannenberg, Harry S.	Boston	Equity Partner
Darbut, Douglas F.	Miami	Equity Partner
Davis, James O.	Tampa	Equity Partner
Dekuiper, Kristin A.	Boston	Equity Partner
Demeza, William B.	Tampa	Equity Partner
Diaz, Edward	Miami	Equity Partner
Digel, Gregory J.	Atlanta	Equity Partner
Dufoe, William S.	Tampa	Equity Partner
Durkin, Martin G.	Chicago	Equity Partner
Duvall, Richard	Northern Virginia	Equity Partner
Eckhard, Richard D.	Tampa	Equity Partner
Edwards, Oliver	New York	Equity Partner
Elrod, Steven M.	Chicago	Equity Partner
Ervin, James M.	Tallahassee	Equity Partner
Evans, Philip T.	Washington	Equity Partner
Fayne, Irwin J.	Ft Lauderdale	Equity Partner
Fendrick, William K.	Tampa	Equity Partner
Ferris, Richard J.	Washington	Equity Partner
Filippini, Victor P.	Chicago	Equity Partner
Freedman, Anthony S.	Washington	Equity Partner
Frevola, Michael J.	New York	Equity Partner
Friedman, Peter M.	Chicago	Equity Partner
Friedman, Robert J.	Miami	Equity Partner
Gaba, Michael M.	Washington	Equity Partner
Gabel, George D.	Jacksonville	Equity Partner
Gelman, Andrew R.	Chicago	Equity Partner
Gibbs Cartwright, Kelly-Ann	Miami	Equity Partner
Gilbert, Suzanne E.	Orlando	Equity Partner
Gillman, Steven L.	Chicago	Equity Partner
Glasgow, Norman M.	Washington	Equity Partner
Gold, Richard M.	Washington	Equity Partner
Goldstein, Joseph G.	Miami	Equity Partner

Gonzalez, Alex M.	Miami	Equity Partner
Gordon, Steven D.	Washington	Equity Partner
Grady, Frederick J.	Tampa	Equity Partner
Grammig, Robert J.	Tampa	Equity Partner
Gravenhorst, Paul S.	Ft Lauderdale	Equity Partner
Gregores, George J.	Portland	Equity Partner
Groh, James S.	Jacksonville	Equity Partner
Guay, Joseph A.	New York	Equity Partner
Hadlow, Richard B.	Tampa	Equity Partner
Halula, John F.	Miami	Equity Partner
Hamilton, Lawrence J.	Jacksonville	Equity Partner
Hanback, Christopher B.	Washington	Equity Partner
Hanselman, Theodore F.	Boston	Equity Partner
Hargitai, Peter P.	Jacksonville	Equity Partner
Harris, Robert R.	Bethesda	Equity Partner
Henderson, Victor P.	Chicago	Equity Partner
Hengen, Nancy L.	New York	Equity Partner
Hernandez, Alberto M.	Miami	Equity Partner
Hernandez, Jennifer L.	San Francisco	Equity Partner
Hernandez-Torano, Jorge	Miami	Equity Partner
Herr, Mitchell E.	Miami	Equity Partner
Hickey, Edward R.	Boston	Equity Partner
Highsmith, Robert S.	Atlanta	Equity Partner
Hindlian, Richard J.	Boston	Equity Partner
Hoffman, Jerome W.	Tallahassee	Equity Partner
Hoffman, Kenneth B.	Boston	Equity Partner
Hogan, John M.	Miami	Equity Partner
Hohenstein, James	New York	Equity Partner
Hole, Brian K.	Ft Lauderdale	Equity Partner
Holifield, Marilyn J.	Miami	Equity Partner
Honan, William J.	New York	Equity Partner
Horn, Dennis	Washington	Equity Partner
Hornyak, Joseph P.	Northern Virginia	Equity Partner
Hutchison, Richard	West Palm Beach	Equity Partner
James, Paul M.	Boston	Equity Partner
Jaron, Martin J.	Northern Virginia	Equity Partner
Jenero, Kenneth A.	Chicago	Equity Partner
Jensen, Frode	New York	Equity Partner
Jimenez, Adolfo E.	Miami	Equity Partner
Joern, Charles E.	Chicago	Equity Partner
Johnson, Charles S.	Atlanta	Equity Partner
Johnson, Scott J.	Orlando	Equity Partner
Jones, David A.	Orlando	Equity Partner
Kahn, David S.	Washington	Equity Partner
Kastner, Samuel P.	Washington	Equity Partner
Katz, Gordon P.	Boston	Equity Partner
Kehoe, Kerry S.	Boston	Equity Partner
Keldermans, Francis L.	Chicago	Equity Partner
Kelly, Christopher G.	New York	Equity Partner
Kennicott, Donald	Atlanta	Equity Partner
Kiernan, Paul J.	Washington	Equity Partner
Kilmer, Paul F.	Washington	Equity Partner
Kimbro, Bradford D.	Tampa	Equity Partner
Kinasz, Thomas J.	Chicago	Equity Partner
Knight Duensing, Tammy	Ft Lauderdale	Equity Partner
Kolos, Chris N.	Orlando	Equity Partner

Kominers, William	Bethesda	Equity Partner
Korchin, Judith M.	Miami	Equity Partner
Koren, Edward F.	Tampa	Equity Partner
Krumholz, Joshua C.	Boston	Equity Partner
Labate, Robert J.	Chicago	Equity Partner
Lake, Elizabeth A.	San Francisco	Equity Partner
Lane, William R.	Tampa	Equity Partner
Lang, Robert H.	Chicago	Equity Partner
Lannon, Paul G.	Boston	Equity Partner
Lansner, Ruth L.	New York	Equity Partner
Lapatin, Philip S.	Boston	Equity Partner
Lawrence, Frank R.	Los Angeles	Equity Partner
Lefere, Marie	Ft Lauderdale	Equity Partner
Lepore, Ralph T.	Boston	Equity Partner
Levine, Jack A.	Tampa	Equity Partner
Levine, Jerome L.	Los Angeles	Equity Partner
Levitan, Shari A.	Boston	Equity Partner
Liebesman, Lawrence R.	Washington	Equity Partner
Long, Mary C.	Boston	Equity Partner
Loring, Bruce D.	Chicago	Equity Partner
Lotterhos, Fred J.	Jacksonville	Equity Partner
MacCullough, Kara L.	Miami	Equity Partner
Mackenzie, Dominic C.	Jacksonville	Equity Partner
MacKichan, Robert C.	Washington	Equity Partner
MacLeod, Scott R.	Orlando	Equity Partner
Mahony, Ieuan G.	Boston	Equity Partner
Main, James L.	Jacksonville	Equity Partner
Mannix, Michael M.	Northern Virginia	Equity Partner
Manthei, Michael R.	Boston	Equity Partner
Marcus, Jonathan S.	Ft Lauderdale	Equity Partner
Matsakis, Elias N.	Chicago	Equity Partner
May, D B.	Tallahassee	Equity Partner
Mayer, James T.	Chicago	Equity Partner
Mayol Lopez, Juan	Miami	Equity Partner
McAleavey, Thomas M.	Orlando	Equity Partner
McAlpin, Louise	Miami	Equity Partner
McCorkhill, Charles G.	Chicago	Equity Partner
McDermott, James E.	Boston	Equity Partner
McDowell, Brian A.	Orlando	Equity Partner
McKendall, Miriam	Boston	Equity Partner
Meeder, Gregory R.	Chicago	Equity Partner
Mencio, George	Miami	Equity Partner
Mendelsohn, Stuart	Northern Virginia	Equity Partner
Michalowski, Mark C.	Boston	Equity Partner
Milano, Nicholas G.	Ft Lauderdale	Equity Partner
Miller, Morris H.	Tallahassee	Equity Partner
Miner, Martin P.	New York	Equity Partner
Mittleman, Jeffrey W.	Boston	Equity Partner
Monaghan, John J.	Boston	Equity Partner
Monchamp, Amanda J.	San Francisco	Equity Partner
Mosner, Anita M.	Washington	Equity Partner
Moss, Stephen B.	Ft Lauderdale	Equity Partner
Murdoch, Christopher J.	Chicago	Equity Partner
Murphy, Anne M.	Chicago	Equity Partner
Mutryn, William J.	Northern Virginia	Equity Partner
Myers, Christopher A.	Northern Virginia	Equity Partner

Naftalin, Charles R.	Washington	Equity Partner
Neff, A G.	Orlando	Equity Partner
Nesbitt, La Fonte	Washington	Equity Partner
Newman, Michael B.	San Francisco	Equity Partner
Newman, Scott	West Palm Beach	Equity Partner
Nichols, Tracy A.	Miami	Equity Partner
Nilles, Kathleen M.	Washington	Equity Partner
Norton, Matthew E.	Chicago	Equity Partner
Oberto, Kathryn W.	Orlando	Equity Partner
Oleynik, Ronald A.	Washington	Equity Partner
Page, Frederick D.	Jacksonville	Equity Partner
Park, James A.	Orlando	Equity Partner
Pearce, George M.	Chicago	Equity Partner
Perry, David L.	West Palm Beach	Equity Partner
Piels, William B.	San Francisco	Equity Partner
Pritchard, John F.	New York	Equity Partner
Pupo, Roberto R.	Miami	Equity Partner
Quin, Whayne S.	Washington	Equity Partner
Redmond, Richard A.	Chicago	Equity Partner
Reitzfeld, Alan D.	New York	Equity Partner
Rohn, Frederick	New York	Equity Partner
Rollins, James H.	Atlanta	Equity Partner
Ross, Bruce S.	Los Angeles	Equity Partner
Rubinger, Jeffrey L.	Ft Lauderdale	Equity Partner
Salaman, Alban L.	Washington	Equity Partner
Scanlon, Tara A.	Washington	Equity Partner
Schiff, Janis L.	Washington	Equity Partner
Seay, James E.	Orlando	Equity Partner
Sellers, Lawrence E.	Tallahassee	Equity Partner
Seul, Jeffrey R.	Boston	Equity Partner
Shapiro, Mark L.	Chicago	Equity Partner
Shapiro, Stephen B.	Washington	Equity Partner
Sheely, Sean C.	New York	Equity Partner
Sherman, William B.	Ft Lauderdale	Equity Partner
Shimberg, James H.	Tampa	Equity Partner
Sikorski, Gerry E.	Washington	Equity Partner
Silver, David C.	Washington	Equity Partner
Singleton, David R.	Tampa	Equity Partner
Sirven, Jose E.	Miami	Equity Partner
Skallas, A T.	Chicago	Equity Partner
Skelton, Patrick W.	Tampa	Equity Partner
Sloan, David S.	Boston	Equity Partner
Small, Daniel I.	Boston	Equity Partner
Smeallie, James D.	Boston	Equity Partner
Smith, Colin P.	Chicago	Equity Partner
Smith, Lee S.	Orlando	Equity Partner
Smith, Robert H.	Miami	Equity Partner
Snively, Stephen W.	Orlando	Equity Partner
Sonberg, Steven	Miami	Equity Partner
Sorondo, Rodolfo	Miami	Equity Partner
Spelliscy, MJ M.	New York	Equity Partner
Spitzer, M J.	New York	Equity Partner
Stephens, Richard B.	Lakeland	Equity Partner
Stephenson, Andrew W.	Washington	Equity Partner
Stern, Jeffrey B.	Washington	Equity Partner
Stevens, William M.	Chicago	Equity Partner

Stutts, Charles L.	Tampa	Equity Partner
Subin, Ben W.	Orlando	Equity Partner
Teichner, Lee P.	Miami	Equity Partner
Tenev, Jovi	New York	Equity Partner
Theberge, John E.	Washington	Equity Partner
Tiedemann, Charles W.	Washington	Equity Partner
Tobin, Charles D.	Washington	Equity Partner
Tofil, Lisa V.	Washington	Equity Partner
Toriello, John M.	New York	Equity Partner
Turra, Melissa S.	Jacksonville	Equity Partner
Vafidis, Matthew P.	San Francisco	Equity Partner
Varick, Steven B.	Chicago	Equity Partner
Varnier, Joseph H.	Tampa	Equity Partner
Vasios, Harold B.	New York	Equity Partner
Vogel, Edward W.	Lakeland	Equity Partner
Volinski, Benjamin	Boston	Equity Partner
Vonbergen, Mark A.	Portland	Equity Partner
Vyverberg, Robert W.	Chicago	Equity Partner
Walker, Karen D.	Tallahassee	Equity Partner
Warram, Robert A.	Tampa	Equity Partner
Wechselblatt, Eric	Northern Virginia	Equity Partner
Weinberger, Mel S.	Washington	Equity Partner
Weiss, Alan M.	Jacksonville	Equity Partner
Weiss, Christopher J.	Orlando	Equity Partner
Wheeler, George Y.	Washington	Equity Partner
Whitebread, Joseph B.	Washington	Equity Partner
Whitestone, David C.	Washington	Equity Partner
Wiener, Keith M.	Atlanta	Equity Partner
Williams, Richard T.	Los Angeles	Equity Partner
Wilson, William B.	Orlando	Equity Partner
Wing, James D.	Miami	Equity Partner
Winter, Richard R.	Chicago	Equity Partner
Wolk, Lawrence J.	New York	Equity Partner
Woodrow, Thomas R.	Chicago	Equity Partner
Wright, Douglas A.	Tampa	Equity Partner
Wright, Steven	Boston	Equity Partner
Yadley, Barbara M.	Tampa	Equity Partner
Yanofsky, Richard M.	Boston	Equity Partner
Yates, Leighton D.	Orlando	Equity Partner
Zanger, Larry M.	Chicago	Equity Partner
Zarin, Donald J.	Washington	Equity Partner
Zdeb, Michael J.	Chicago	Equity Partner
Zhang, Hongjun	Washington	Equity Partner
Zimmer, Thomas A.	San Francisco	Equity Partner