



SANTORO, DRIGGS, WALCH
KEARNEY, HOLLEY & THOMPSON

400 SOUTH FOURTH STREET, THIRD FLOOR • LAS VEGAS, NEVADA 89101 • 702.791.0308 • FAX 702.791.1912
800 SOUTH MEADOWS PARKWAY - SUITE 800 - RENO - NEVADA - 89521 - (775) 851.8700 - FAX (775) 851.7681

From the desk of: Gregory J. Walch
e-mail: gwalch@nevadafirm.com

April 25, 2011

Via email and U.S. Mail

OFFICE DISTRICT PARKING I, INC.
CITY PARKWAY V, INC.
c/o Scott Carter
Redevelopment Officer
City of Las Vegas
Office of Business Development
400 Stewart Ave., 2nd Floor
Las Vegas, Nevada 89101

RE: Engagement of Santoro, Driggs, Walch, Kearney,
Holley & Thompson (the "Firm");
Client: OFFICE DISTRICT PARKING I, INC., a
Nevada not-for-profit corporation, and
CITY PARKWAY V, INC., a Nevada not-
for-profit corporation

Dear Mr. Carter:

This letter updates the Firm's previous engagement to perform services relating to Lot 5 at Symphony Park. In particular, the Firm will continue to advise the City of Las Vegas, the City's Office of Business Development, and the owners of Lot 5 regarding environmental matters impacting development of the site. In addition, the firm will serve as consultant to, and take direction from, the City Attorney's Office, and in particular James W. Erbeck, Chief Deputy City Attorney, in all matters pertaining to litigation of the case styled CITY PARKWAY V, INC., a Nevada not-for-profit corporation; CITY PARKWAY IV A, INC., a Nevada not-for-profit corporation; OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation, Plaintiffs, v. UNION PACIFIC RAILROAD COMPANY, a foreign corporation; DOE DEFENDANTS, 1 through 10 inclusive; and ROE CORPORATIONS, I through X, inclusive, Defendants, which is now in the Federal District Court for the State of Nevada and designated Case No. 2:09-cv-01299-PMP-GWF. Mr. Erbeck will be designated lead counsel in the matter. We will perform and bill for services in accordance with the attached statement of Policies Relating to Professional Fees and Services ("Policies"). My current billing rate is \$400 per hour and Stacy Harrop, who assists me in environmental matters, bills as a rate of \$275 per hour. We use paralegals from time to time when in our opinion a task can be done just as effectively at a lesser cost than that which would be charged by attorneys. Our paralegal, Natasha Dalton, bills at a rate of \$150 per hour.


Mr. Scott Carter
April 25, 2011
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Please indicate your consent to the terms of this Engagement Letter, together with the accompanying Policies, by executing the letter in the space provided below. We look forward to continuing our work on behalf of the City and its affiliated entities at Symphony Park.

As always, if you have any questions, please feel free to call.

Sincerely,

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON


Gregory J. Walch

Approved this ___ day of April, 2011

OFFICE DISTRICT PARKING I, INC.,
a Nevada not-for-profit corporation

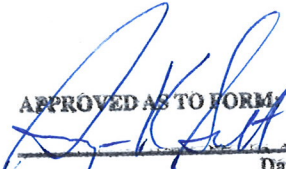
By: _____
Its: _____

Approved this ___ day of April, 2011

CITY PARKWAY V, INC.,
a Nevada not-for-profit corporation

By: _____
Its: _____

GJW:giw
Enclosure


APPROVED AS TO FORM
Date 4/25/11

**SANTORO, DRIGGS, WALCH,
KEARNEY, JOHNSON & THOMPSON**

Policies Relating to Professional Fees and Services

This statement of Policies Relating to Professional Fees and Services ("Policies") describes how Santoro, Driggs, Walch, Kearney, Johnson & Thompson bills for legal services rendered and expenses incurred in connection with client matters. We believe that we can serve our clients better if they know about our billing policies at the beginning of our representation.

In order to help us determine the value of services that we render on behalf of our clients, our attorneys and paralegals maintain written records of the actual time they spend working for each client in 1/10 hour increments. Billed time includes all time spent on the case and encompasses activities such as conferences, telephone calls, pretrial discovery of data, trial preparation, drafting of documents, correspondence and pleadings, negotiations, legal research, court time, and travel time. Those rendering services are assigned an hourly rate based upon the type of work that they perform and their level of experience and skill. We periodically review our rates and make adjustments as necessary. Although our hourly rates are the most common component of our fees, they are not the only factor that we take into account in determining the value of our services. For example, consideration will be given to the type of services that we have been asked to perform, any special level of skill or expertise required, the size and scope of the matter, any special time constraints imposed, expedited matters, and the results of our efforts.

In addition to our fees for services, our clients are responsible for all out-of-pocket costs that we incur on their behalf. For example, charges for court reporting services, expenses associated with travel, long-distance telephone calls, computerized research services, courier services, fax and other forms of communication, and any other out-of-pocket expenses will be billed to the client. While we may sometimes advance our funds to cover out-of-pocket expenses incurred on behalf of a client, we reserve the right to pass any such expenses on to our clients for payment directly to the person who provided the services. We will make every effort to include the out-of-pocket disbursements that we make on our clients' behalf in their next monthly statement. However, some disbursements, such as telephone charges, are not immediately available to us and, as a result, may not appear on a statement until sometime after the charges were actually incurred.

Our statements for services rendered and costs incurred are sent to our clients on a monthly basis unless other arrangements have been made. All statements are due and payable upon receipt. Any statements not paid in full within thirty (30) days of the statement date will be assessed a late charge on the unpaid balance at the rate of one and one-half percent (1-1/2%) per month; late charges are due on the first day of each subsequent thirty-day period. Whether or not the client calls with an inquiry, any dispute as to the accuracy or validity of any billed charges, or the client calls with an inquiry, any dispute as to the accuracy or validity of any billed charges, or requests for adjustment of any costs, expenses, or fees for legal services billed to the client, must be made in writing to our firm Administrator within thirty (30) days of the date of the statement containing that cost, expense, or fee for legal services. If the client does not do so within thirty (30) days of a billing statement, the statement will be conclusively presumed to be correct. In

other words, if the client does not contact us in writing within thirty (30) days of a billing statement, the client will have irrevocably agreed that the statement is accurate and correct. We reserve the right to withdraw from representation in the matter if timely payment is not received. The client will pay any fees and costs that are incurred by us to collect fees, costs, or expenses from the client, including reasonable attorney's fees.

We also have the right at our discretion to withdraw from a client's case if the client misrepresents or fails to disclose material facts to us, fails to follow our advice, fails to cooperate in the preparation of the case, or in the event we determine it is not in our mutual interests to continue the representation. A client may discharge us at any time for any reason. The client will be responsible for any fees and costs incurred prior to our withdrawal or discharge, and time and costs expended to turn over the files and other information to the client or to substitute counsel.

We expect a client to be truthful in all communications to us and to keep us informed of developments as they occur during the pendency of the case. In addition, we expect to be accurately informed of a client's address, telephone number, and whereabouts at all times throughout the case. A client is also to provide us, at the beginning of our representation, all information regarding all of the client's insurance policies, whether the client believes them to be applicable or not. A client's failure to do so may result in the loss of important rights, and we will not be able to advise the client with respect to the possibility of insurance coverage without having this information at the outset of the representation.

The firm normally requires a refundable retainer fee before commencing work. At our discretion, this retainer will be credited against the time expended by us and against the costs incurred on the client's behalf. Alternatively, we may require, again at our discretion, a client to pay on a monthly basis for time expended by us on the client's representation and costs incurred on the client's behalf without using the retainer funds for that purpose, permitting us to maintain the retainer fee as security for future fee payments. In addition to any monthly replenishment of the initial retainer fee deposit, we may from time to time require additional deposits of retainer funds in anticipation of an evidentiary hearing, lengthy deposition, trial, or other large cost expenses, and fees for legal services likely to be incurred through the next billing cycle. A client's failure to deposit an additional requested retainer deposit by the specified date will be cause for us to withdraw from the representation. If the retainer is exhausted, we may require the client, at our discretion, to pay an additional retainer or provide other security for our fee. Any retainer deposit not used for costs, expenses, and fees for legal services will be refunded to the client at the conclusion of the representation. However, in the event we quote a "flat-fee" for services to be rendered to the client, no portion of that payment will be refunded, even if the accrued costs and fees are less than the amount of the quoted fee.

We are sometimes asked to estimate the legal fees and other costs that will be incurred in connection with a particular matter. While we are happy to do that when possible, but it should be understood that any such estimate necessarily incorporates a number of assumptions. There are almost always uncertainties involved in the handling of any legal matter, particularly when other parties are involved whose actions may significantly impact the work required to protect our client's interest. Accordingly, no such estimate is to be interpreted as a guarantee or maximum unless expressly so stated. The actual fees and costs may be more or less than any

estimate, and the client will be charged on the basis described above without regard to that estimate. The fees and costs incurred in connection with our representation of a client are not contingent upon the successful completion of any project.

We will, in our discretion, use associate counsel, legal assistants, or paralegals for work on a particular matter as we might deem appropriate. Such person shall be billed at their regular billing rate. We will endeavor to apportion work to such persons so as to minimize costs and maximize effectiveness. Under certain circumstances, more than one member of our staff may work on a matter for the client simultaneously, in which case both members of our staff should be expected to bill for the time spent. An example would include a trial or contested evidentiary hearing during which, in our discretion, the full participation of more than one person is necessary to properly attend the client's case. Another typical example is when an attorney may need another attorney or a paralegal present to keep track of the file, take notes, or otherwise assist at the hearing or trial.

If a court awards attorney's fees to our client (or to us on our client's behalf), and such sums are actually collected, they shall be applied against any outstanding charges on the client's bill. The client, however, remains responsible for payment of our services. A court order awarding attorney's fees from the opposing party does not relieve Client of the primary responsibility for paying our invoice for fees and advanced costs, or make any work done to collect the attorney's fees awarded any different from any other work performed by us. All attorney's fees awarded and actually collected that are not needed to pay the client's invoice from us (or replenish the retainer fee deposits) shall be paid to the client. Likewise, a court could order our client to pay fees or costs to the opposing party under certain circumstances.

It may become necessary in the preparation of the client's case for us to hire expert witnesses, consultants, or investigators. We will not hire such persons unless the client agrees to pay their fees and charges, but we will select which persons should be hired. The client's refusal to authorize hiring of such persons when we consider them necessary could greatly injure the client's case, and if the absence of such persons makes it impossible, in our discretion, to continue with the case, we may withdraw from the representation.

The client will grant us a lien on any and all claims or causes of action that are related to the subject of our representation. The attorney's lien will be for any sums due and owing to us at the conclusion of our services. The lien will attach to any recovery the client may obtain, whether by arbitration award, judgment, settlement, or otherwise. Any amounts received by us on the client's behalf may be used to pay the client's account.

We will retain possession of the client's file and all information therein until full payment of all costs, expenses, and fees for legal services, subject to turnover or destruction of the file as set forth below. After payment of all sums due and upon the client's request, we will deliver the client's file (other than our personal notes, briefs, and work product that we elect to retain) to the client, along with any of the client funds or property in our possession. If we are not instructed otherwise, the client's file will be kept in our office for a limited time after completion of the case and then sent to off-site storage, where it will be held for a period not to exceed seven years. Files are destroyed seven years after the closure of the case file without any further notice.

The client may discharge us at any time, although court rules might still require us to file a motion to withdraw. We may withdraw from our representation of any client at any time at our discretion. In either such circumstances, the client shall sign any documents necessary to permit us to withdraw. If the client shall desire to retain other counsel, then we shall be paid the amount then due and owing for work performed for the client.

Nothing in our statements to the client will be construed as a promise or guarantee about the outcome of the client's matter. We make no such promises or guarantees. Our comments about the outcome of the client's matter, if any, are expressions of opinion only. It is impossible to predict how long a case will take, how much it will cost, or what the resulting outcome may be. Similarly, we do not make any guarantees to the client about the expense of the client's case. It is quite typical that the costs, expenses, and fees for legal services incurred in the client's case will substantially exceed the initial retainer fee deposit.

We encourage our clients to contact the attorneys responsible for their matters if they have questions about our billings, policies, or procedures.