

LIONEL SAWYER & COLLINS

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August 11, 2011

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Henderson District Public Libraries
Attention: Thomas F. Fay
C/O Paseo Verde Library
280 S. Green Valley Parkway
Henderson, NV 89012

Re: Engagement of Lionel Sawyer & Collins

Dear Mr. Fay:

This letter will confirm that Lionel Sawyer & Collins (the "Firm") has been engaged as attorneys for Henderson District Public Libraries (the "Client") on the terms described in this letter.

Scope Of Engagement

The Firm is engaged to provide legal services on the following matter (the "Matter"): General legal advice to the Board and Legislative representation and advice leading up to and throughout the 2013 Session of the Nevada Legislature.

Fees

The Firm's charges for providing legal services on the Matter are a periodic retainer of \$700.00 per month for the period from August 8, 2011 to February 6, 2013, and \$3,750.00 per month from February 7, 2013 through to the end of the Nevada legislative session. From June 8, 2013 to August 8, 2013 a payment of \$700.00 per month. This retainer payment shall cover all legal services provided by the Firm on the Matter during the engagement. This retainer is a negotiated amount and is not based upon hours worked and hourly rates.

Costs And Expenses

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The Firm's bills to the Client will include charges for various costs and expenses incurred on the Client's behalf. Costs are matters incurred in-house by the Firm (such as telephone charges). Expenses are incurred through invoices from a third party (such as service of process). Typical expense items include, but are not limited to: courier or messenger services, travel expenses, depositions, transcripts, witness fees, process fees, title insurance and filing and recordation fees. Typical cost items include, but are not limited to: photocopies, long distance telephone charges, facsimile transmissions, word processing, postage, overtime and clerical or secretarial assistance.

Costs will be charged under the Firm's standard practices for assessing and charging costs to its clients. Expenses will be passed through to the Client at actual cost. Whenever practical, the Firm will not commit to a major expense or cost item without first discussing it with the Client.

Billing

The Firm will send its bills to the Client monthly and those bills will be due and payable within thirty (30) days from their date. Past-due bills will bear interest at the rate of one percent (1%) per month.

The Firm will provide in its bills a general identification of the services performed and the costs and expenses incurred. The Client will promptly raise and address with the Firm any questions that may arise with respect to the Firm's billing.

If the Firm is representing multiple clients jointly in the Matter, then each of the Clients shall be jointly and severally liable for the total amount of the Firm's fees, costs and expenses. The Firm will cooperate with the Client in allocation of fees, costs and expenses among others who may be contributing to the payment, such as partners or insurers; however, the Firm will look to the Client for ultimate responsibility for full and prompt payment for fees, costs and expenses.

If the scope of the Matter expands significantly over that which is contemplated as of the date of this letter, then the Firm may require an increase in the amount of the retainer.

General Responsibilities

The Client shall cooperate fully and candidly with the Firm with respect to the Matter. The Client shall provide all information known by or available to the Client which may aid the Firm in representing the Client in the Matter.

The Client shall designate one or more of its personnel to be primarily responsible for coordinating the Firm's representation with respect to the Matter. The Client shall be available to

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the Firm for consultation on reasonable notice and will provide such decisions or directions as the Firm may need for the appropriate handling of the Matter.

If the Firm is representing multiple clients jointly in the Matter, then each client is responsible for cooperating with and coordinating the representation of all the clients' interests. Unless otherwise agreed to by the Firm in writing, the Firm is authorized to discuss with each of the clients all relevant information, whether privileged or not, received from any of the other clients or any other source with regard to the Matter. If, in the Firm's sole discretion, it appears that a conflict of interest has or may arise among one or more of the clients, then the Firm shall have the right to withdraw from representation of one or more of the clients and to continue the representation of the balance of the clients.

In the event the Client perceives any actual or possible disagreement with the Firm or the Firm's handling of the Matter, the Client shall promptly and candidly discuss the problem with the Firm.

The Firm agrees to keep the Client informed as to the status of the Matter and as to the course of action which is being followed or is being recommended by the Firm. The Firm encourages the Client to participate in all major decisions involving the Matter. Unless otherwise directed by the Client, the Firm will provide the Client copies, at the Client's cost, of all significant documents sent or received by the Firm in connection with the Matter.

All of the Firm's work product will be owned by the Firm but may be utilized in whole or in part by the Firm or the Client in other projects without notice or compensation.

Conflicts

As a relatively large law firm, the Firm represents many other companies and individuals. It is possible that some of the Firm's present or future clients will have interests that conflict with the Client's interests during this engagement. Therefore, as a condition to the Firm's undertaking this engagement, the Client agrees that the Firm 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 the Matter, even if the interests of such clients in those other matters are directly adverse to the Client. The Client's prospective consent to conflicting representation contained in the preceding sentence shall not apply: (1) to disputes, litigation or alternative dispute resolution against the Client; or (2) in any instance where, as the result of the Firm's representation of the Client, the Firm has obtained sensitive, proprietary or other confidential information that, if known to any such other client of the Firm, could be used in any such other matter by such client to the material disadvantage of the Client.

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Securities Law

The Firm is not the Client's securities lawyer. The Firm is not engaged to represent or render advice to the Client regarding present or future obligations, including any disclosure obligations, under any federal or state securities laws with respect to any of the subjects on which the Firm has been engaged unless the Client specifically asks such advice from the Firm and the Firm specifically agrees to render such advice in a separate engagement letter.

Audit Response Letters

If the Client requests that the Firm furnish information to accountants or auditors, the Firm will do so only as required and permitted by the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) and its accompanying Commentary.

Communications

Unless otherwise directed by the Client, the Firm may utilize a variety of electronic communication systems in performing its legal services on the Matter. Such systems may include, among others: land line telephone calls, voice-over internet telephone calls, cellular or satellite telephone calls, e-mails, facsimile transmissions, Bluetooth technology, video conferencing and other forms of evolving electronic communications.

Termination Of Representation

The Firm reserves the right to withdraw from the engagement if the Client fails to honor this engagement letter or for any just reason permitted by the Rules of Professional Conduct as adopted by the Nevada Supreme Court. The Client reserves the right to terminate this engagement without cause. Notification of termination or withdrawal shall be made in writing and shall be effective upon receipt. In the event of such termination or withdrawal, the Client shall promptly pay the Firm all fees, costs and expenses incurred prior to the date of termination or withdrawal.

Upon termination or withdrawal of this engagement, the Firm agrees to cooperate with any successor counsel to accommodate a smooth and orderly transition of the representation.

Governing Law And Rules Of Professional Conduct

This engagement letter shall be interpreted and enforced in accordance with the laws of the State of Nevada. The Firm's services shall be governed by the Rules of Professional Conduct as adopted by the Nevada Supreme Court, without regard to where the services are actually performed.

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Disputes

Any dispute arising from, or related to, this engagement shall be submitted to a court of competent jurisdiction in the State of Nevada unless otherwise agreed in writing by both the Firm and the Client. The prevailing party shall be entitled to recover its costs and attorneys' fees in any such litigation whether or not the litigation is prosecuted to judgment.

Effort And Outcome

The Firm agrees to competently and diligently represent the Client in the Matter. However, the Client acknowledges that the Firm has given no assurances regarding the outcome of the Matter.

Commencement Of Representation

Except as otherwise provided in this paragraph, representation of the Client by the Firm in the Matter will not commence until the Firm receives both a copy of this engagement letter signed by the Client and any retainer due to the Firm. If the Client requests that the Firm provide legal services before the signed copy of this letter and the retainer due, if any, is received by the Firm, then all such services shall be deemed to be requested and provided pursuant to the terms of this letter.

Retention Of Files

The Client is responsible for maintaining its own copy of documents forwarded to the Client by the Firm. The Firm will endeavor, subject to casualties beyond its control, to retain and maintain the major and significant components of the Firm's files relative to the Matter for a period of at least three (3) years following the conclusion of the Matter.

Subsequent Matters

In the event that the Client engages the Firm to handle subsequent matters, then unless otherwise agreed in writing between the Firm and the Client, those subsequent matters shall be governed by the terms and conditions of this engagement letter.

Integration

This engagement letter contains the entire agreement between the Client and the Firm regarding the Matter and the fees, costs and expenses relative to the Matter. This engagement letter shall not be modified except by written agreement signed by the Firm and the Client. This engagement letter shall be binding upon the Client and the Firm and their respective heirs, executors, legal representatives and successors.

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ATTORNEYS AT LAW

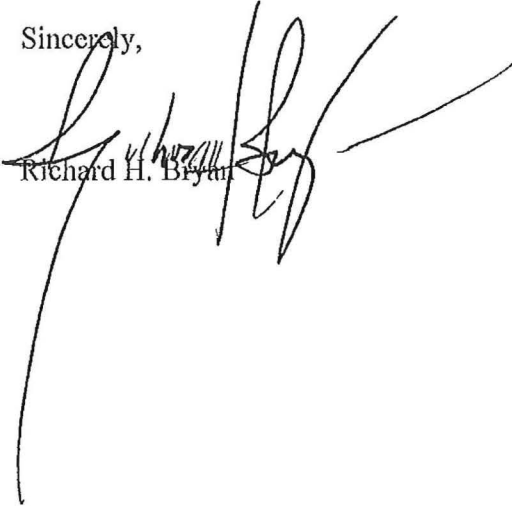
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Review By Other Counsel

This engagement letter is a binding legal document with significant consequences. The Client is encouraged to have it reviewed by other counsel of the Client's choice prior to execution by the Client.

Please sign a copy of this letter in the space provided and return it promptly to the Firm with the retainer.

Sincerely,


Richard H. Bryan

RHB:hr

Enclosures: 1

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The terms and conditions expressed in the foregoing engagement letter are agreed to and accepted.

Dated August 18, 2011

Henderson District Public Libraries
Board of Trustees

by Colleen Bell
Colleen Bell, Chair