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 2 SUSAN K. SEFLIN – CA Bar No. 213865 –*Pro Hac Vice* Granted  
 3 JESSICA S. WELLINGTON – CA Bar No. 324477 –*Pro Hac Vice* Granted  
 4 BG LAW LLP  
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 6 Las Vegas, NV 89101  
 7 Telephone: (702) 835-0800  
 8 Facsimile: (866) 995-0215  
 9 Email: sgubner@bg.law  
 10 sseflin@bg.law  
 11 jwellington@bg.law

12 Attorneys for Chapter 11 Debtor  
 13 and Debtor in Possession

14 **UNITED STATES BANKRUPTCY COURT**  
 15 **FOR THE DISTRICT OF NEVADA**

<p>16 In re:</p> <p>17 Front Sight Management LLC,</p> <p>18 Debtor.</p>	<p>19 Case No. 22-11824-abl</p> <p>20 Chapter 11</p> <p>21 <b>Hearing Date:</b> September 30, 2022  <b>Hearing Time:</b> 9:30 a.m.</p>
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22 **DECLARATION OF JIM MACE IN SUPPORT OF THE DEBTOR’S**  
 23 **APPLICATION TO EMPLOY GREENBERG TRAUIG, LLP AS**  
 24 **SPECIAL COUNSEL PURSUANT TO 11 U.S.C. §§ 327(e), 328 AND 330**  
 25 **EFFECTIVE AS OF AUGUST 5, 2022**

26 I, Jim Mace, hereby declare as follows:

27 1. I am an attorney duly licensed to practice before all courts of the State of Nevada and  
 28 this Court. I am the Managing Shareholder of the Las Vegas office of Greenberg Traurig, LLP  
 (“GT”), proposed special counsel to Front Sight Management LLC, the chapter 11 debtor in  
 possession herein (the “Debtor”), and am duly authorized to execute this declaration on behalf of  
 GT. I submit this declaration in support of the Debtor’s *Application to Employ Greenberg Traurig,*

1 *LLP as Special Counsel Pursuant to 11 U.S.C. §§ 327(e), 328 and 330 Effective as of the August 5,*  
2 *2022 (the “Application”).*<sup>1</sup> Unless stated on information and belief, I have personal knowledge of  
3 the facts set forth herein and, if called upon to testify, could and would do so. For those items stated  
4 on information and belief, I believe them to be true.

5 **GT’s QUALIFICATIONS**

6 2. GT is a full-service firm with significant expertise structuring private residence and  
7 fractional membership programs, marina slip membership programs, resort membership programs,  
8 and community based and stand-alone golf and country club membership programs in the United  
9 States, Canada, the Caribbean and Mexico. Additionally, GT has significant experience structuring  
10 membership programs in the context of business reorganizations under chapter 11 of the Bankruptcy  
11 Code.

12 3. As a result of our significant experience in developing and structuring membership  
13 programs in connection with business reorganizations under chapter 11 of the Bankruptcy Code, I  
14 believe that GT is well qualified to represent the Debtor for the special purpose of structuring the  
15 Debtor’s membership agreements such that they comport with the Debtor’s reorganization efforts.

16 **SCOPE OF SERVICES**

17 4. The Debtor retained GT on or about August 5, 2022 (the “Retention Date”) subject to  
18 Court approval. A true and correct copy of the Engagement Agreement dated August 5, 2022,  
19 entered into between the Debtor and GT, is attached hereto as **Exhibit 1**. GT did not receive a  
20 retainer from the Debtor.

21 5. The Debtor seeks to employ GT as special counsel to provide legal advice and  
22 assistance related to developing a membership plan and drafting membership agreement templates  
23 and related documentation. In light of GT’s expertise in this area, I believe that GT is well qualified  
24 to perform the requested services and assist the Debtor in the capacity outlined herein.

25 6. GT will use reasonable efforts to coordinate with the Debtor’s other professionals to  
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27 <sup>1</sup> Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the  
28 Application.

1 avoid unnecessary duplication of services.

2 7. GT is willing to act as the Debtor’s special counsel during the pendency of this  
3 chapter 11 case.

4 8. The scope of GT’s services may be modified from time to time, provided that GT and  
5 the Debtor mutually agree in writing to any such modification and corresponding change in the fee  
6 structure subject to further Court approval.

7 **COMPENSATION**

8 9. As set forth in the Engagement Agreement, staff and professionals at GT will be  
9 billed at hourly rates subject to approval by this Court pursuant to sections 330 and 331 of the  
10 Bankruptcy Code. The rates charged by GT are reasonable and customary in the community and  
11 comparable to the rates charged by other law firms in Las Vegas with respect to structuring  
12 membership programs. As is the case with respect to rates charged in non-bankruptcy matter, GT’s  
13 rates are subject to periodic adjustment to reflect economic and other conditions. GT’s current  
14 hourly rates applicable to the principal attorneys proposed to be engaged in this matter are:

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Professional	Per Hour (USD)
Jim Mace	\$835
Mark Hillier	\$700

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20 10. Other attorneys and paraprofessionals will render services to the Debtor, as needed.  
21 Generally, GT’s hourly rates for Shareholders range from \$510-\$775; Of Counsel, from \$485-\$590;  
22 Associates from \$325-\$450; and Paralegals, from \$250-\$295.

23 11. GT has not shared, nor agreed to share, (a) any compensation it has received or may  
24 receive with any other party or person, other than with shareholders, counsel, associates, and  
25 employees of Greenberg Traurig, or (b) any compensation another person or party has received or  
26 may receive.

27 12. In addition to the hourly rate, the Debtor will reimburse GT for all reasonable, out-of-  
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1 pocket expenses incurred in connection with this chapter 11 case, including but not limited to  
2 telephone, overnight mail, messenger, travel, meals, accommodations, and other expenses  
3 specifically related to the engagement.

4 13. GT will seek compensation for its fees and expenses incurred on behalf of the Debtor,  
5 consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the United States  
6 Trustee Guidelines, and any applicable rules or orders of this Court, from the Debtor's estate.

7 14. I have reviewed the *Order Establishing Procedures for Interim Monthly*  
8 *Compensation and Reimbursement of Expenses for Professionals* [ECF No. 318] (the "Procedures  
9 Order") and request that GT be considered a Professional as that term is defined therein. GT will  
10 comply with the procedures set forth in the Procedures Order regarding monthly payment of  
11 compensation and reimbursement of expenses. GT agrees that its billing and reimbursement  
12 requests shall be subject to all applicable rules under the Bankruptcy Code, the Bankruptcy Rules  
13 and the Local Rules, and the Engagement Agreement shall be modified as may be necessary to  
14 comply with any and all such limitations provided in those rules and regulations.

15 15. GT's hourly rates are set at a level designed to fairly compensate GT for the work of  
16 its attorneys and paraprofessionals and to cover fixed and routine overhead expenses. Hourly rates  
17 vary with experience and seniority of the individuals assigned and may be adjusted by GT from time  
18 to time. It is GT's policy to charge, in all areas of practice, for all expenses incurred in connection  
19 with a particular representation; including, among other things, photocopying, witness fees, travel  
20 expenses, filing and recording fees, long distance telephone calls, postage, express mail and  
21 messenger charges, computerized legal research charges and other computer services, expenses for  
22 "working meals," and telecopier charges. GT will charge the Debtor's estate for these expenses in a  
23 manner and at rates consistent with charges made generally to its other clients. GT believes that it is  
24 more accurate and efficient to charge these expenses to the particular matter involved rather than  
25 increasing the hourly rates and spreading the expense among all clients.

26 16. GT understands that its compensation is subject to the Bankruptcy Code, the  
27 Bankruptcy Rules, the Local Rules, the United States Trustee Guidelines, and any applicable rules or  
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1 orders of this Court.

2 **NO ADVERSE INTEREST**

3 17. The Debtor has disclosed to GT the individuals it is aware of who constitute  
4 members, creditors, potential creditors, and other parties-in-interest to determine any prior or present  
5 representation of any creditors or parties-in-interest, a schedule of which is attached hereto as  
6 **Schedule A** (collectively, the “Potentially Interested Parties”), and GT performed a search of the  
7 Potentially Interested Parties through its internal client database (the “Client Database”) containing  
8 the names of all of GT’s current and former clients and, where practical, the known affiliates of  
9 those clients. GT compared the names of the Potentially Interested Parties against the Client  
10 Database. GT’s inquiry revealed that none of the Potentially Interested Parties are current or former  
11 GT clients.

12 18. Based upon the search of the Client Database described above, to the best of my  
13 knowledge, GT does not represent any other entity having an adverse interest in connection with this  
14 case, and does not hold or represent an interest adverse to the interests of the estate with respect to  
15 the matter on which GT will be employed, in accordance with sections 327(c) and (e) and 1103(b) of  
16 the Bankruptcy Code.

17 19. GT is a “disinterested person” as that term is defined in section 101(14) of the  
18 Bankruptcy Code, given that, to the best of my information and belief, GT:

- 19 i. is not and was not, within two years before the commencement of this chapter 11  
20 case, a director, officer or employee of the Debtor; and  
21 ii. does not have an interest materially adverse to the interests of the estates or of any  
22 class of creditors or equity security holders, by reason of any direct or indirect  
23 relationship to, connection with, or interest in, the Debtor or for any other reason.

24 20. To the best of my knowledge, except as set forth herein, (a) GT has no connections  
25 with the Debtor, creditors, and any other party-in-interest, or their respective attorneys and  
26 accountants; and (b) the GT professionals working on this matter are not relatives of the United  
27 States Trustee of the District of Nevada or of any known employee in the office thereof, or any  
28 United States Bankruptcy Judge of the District of Nevada.

1 21. Moreover, GT is disinterested within the meaning of section 101(14) of the  
2 Bankruptcy Code, in that neither I, GT, nor any of its Shareholders, employees (including those  
3 working on this engagement) or associates:

- 4 i. are or were within two years before the Petition Date, a director, officer or employee  
5 of the Debtor;  
6 ii. have an interest materially adverse to the interest of the estate or of any class of  
7 creditors or equity security holders, by reason of any direct or indirect relationship to,  
8 connection with or interest in the Debtor or for any other reason; or  
9 iii. hold any debt or equity securities of the Debtor.

10 22. GT is not an equity security holder of the Debtor and has never received  
11 compensation for any services normally attributed to an officer or director of the Debtor.

12 23. Despite the substantial efforts described above to identify and disclose potential  
13 conflicts and connections with parties-in-interest in this case, neither I nor GT can conclusively  
14 identify all potential relationships or state with absolute certainty that every client representation or  
15 other connection of GT has been disclosed. To the extent GT discovers any facts or additional  
16 information during the period of GT's retention that requires disclosure, GT will supplement this  
17 Declaration to disclose such information.

18 24. GT will conduct an ongoing review of its files to ensure that no disqualifying  
19 circumstances arise, and if any new relevant facts or relationships are discovered, it will supplement  
20 its disclosure to the Court.

21 25. By reason of the foregoing, I believe GT is eligible for employment and retention by  
22 the Debtor pursuant to sections 327 and 328 of the Bankruptcy Code and applicable Bankruptcy and  
23 Local Rules.

24 I declare under the penalty of perjury of the laws of the United States of America that the  
25 foregoing is true and correct. Executed this 25<sup>th</sup> day of August 2022 at Las Vegas, Nevada

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28 Jim Mace

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Schedule A  
Conflicts Search List

**Potential Parties in Interest**

**FRONT SIGHT POTENTIAL INTERESTED PARTIES LIST**

6	UST	DISTRICT OF NEVADA OFFICE OF THE UNITED STATES TRUSTEE	ATTN: EDWARD M. MCDONALD JR.
9	OUTSIDE LITIGATION COUNSEL	ALDRICH LAW FIRM LTD	
11	OUTSIDE ACCOUNTANT	LUCAS HORSFALL	C/O LESLIE SOBOL
13	DEBTOR	FRONT SIGHT MANAGEMENT LLC	ATTN: IGNATIUS PIAZZA
15	DEBTOR COUNSEL	BG LAW LLP	ATTN: STEVEN T. GUBNER AND SUSAN K. SEFLIN
18	DEBTOR FINANCIAL ADVISOR	PROVINCE LLC	ATTN: PAUL HUYGENS
20	DEBTOR CLAIMS AGENT	STRETTO	
22	DEBTOR EQUITY HOLDER	VNV DYNASTY TRUST FS I	JENNIFER AND IGNATIUS PIAZZA
24	DEBTOR EQUITY HOLDER	VNV DYNASTY TRUST FS II	JENNIFER AND IGNATIUS PIAZZA
26	CURRENT OFFICER	IGNATIUS PIAZZA	
27	OPERATIONS MANAGER	BRAD ACKMAN	



1	FORMER OFFICER	MICHAEL MEACHER	
2			
3	DIP LENDER	FS DIP, LLC	C/O SCHWARTZ LAW
4			PLLC
5	COUNSEL TO DIP LENDER	SCHWARTZ LAW, PLLC	
6	LIENHOLDER/SECURED	MORALES CONSTRUCTION AND TOP	C/O RENE MORALES
7		RANK BUILDERS INC	
8	SECURED PARTY	BANKGROUP FINANCIAL SERVICES	C/O MIKE MEACHER
9	SECURED PARTY	LAS VEGAS DEVELOPMENT FUND	C/P DZIUBLA
10	SECURED PARTY	M2 MPC	C/O TIM MORENO
11	SECURED PARTY	NEVADA TRUST DEED SERVICES	
12	SECURED PARTY	NYE COUNTRY TREASURER'S OFFICE	
13			
14	TAXING AUTHORITY	NEVADA DEPARTMENT OF TAXATION,	
15		BANKRUPTCY SECTION	
16	TAXING AUTHORITY - IRS	INTERNAL REVENUE SERVICE	
17			
18	TOP 20	ALLAN PAINE	
19	TOP 20	ALM INVESTMENTS LLC	
20	TOP 20	ARMSCOR PRECISION	ATTN: KYLE WYANY
21		INTERNATIONAL	
22	TOP 20	CALL & JENSEN LAW	ATTN: JULIE R.
23			TROTTER, MANAGING
24			SHAREHOLDER
25	TOP 20	CONFIDENTIAL PARTY	
26	TOP 20	DANIEL SMITH	
27	TOP 20	DAVID STRECK	
28	TOP 20	DAVID WALLACE	

1	TOP 20	EDWARD BARBER	
2	TOP 20	GARY CECCHI	
3	TOP 20	JAMES TAYLOR	
4	TOP 20	MICHAEL MEACHER	
5	TOP 20	PRESTON ARZA LLP	ATTN: SCOTT PRESTON
6	TOP 20	RAFAEL ANGEL	
7	TOP 20	RONALD GENOVA	
8	TOP 20	STEVE HEUN	
9	TOP 20	TED BALMFORTH	
10	TOP 20	THOMAS DONAGHY	
11	TOP 20	THOMAS FITZGERALD	
12	TOP 20	WILLIAM FECZKO	
13			
14	NON DEBTOR AFFILIATES	FRONT SIGHT RESORT AND VACATION	
15		CLUB MEMBER ASSOCIATION INC.	
16		FRONT SIGHT ENTERPRISES LLC	
17		FRONT SIGHT MEMBERS'	
18		COOPERATIVE INC.	
19		FRONT SIGHT DEVELOPMENT LLC	
20	NEVADA BANKRUPTCY	JUDGE AUGUST B. LANDIS	
21	JUDGES		
22		JUDGE MIKE K. NAKAGAWA	
23		JUDGE NATALIE M. COX	
24		JUDGE GREG W. ZIVE	
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26	INSURANCE PROVIDER	NEVADA RETAIL NETWORK	WORKERS COMP
27		STATE FARM	AUTO INSURANCE
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PRIME INSURANCE COMPANY  
EVOLUTION INSURANCE BROKERS LLC  
BANKING INSTITUTIONS BANK OF TEXAS  
BANK OF AMERICA  
CITY NATIONAL BANK  
WELLS FARGO  
AMERICAN FIRST NATIONAL BANK  
AXIOM BANK  
MAVERICK BANK  
DEBTOR'S BANKRUPTCY BG LAW LLP  
COUNSEL

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Exhibit 1  
Engagement Letter  
(attached)



Jim Mace  
Tel 702.599.8067  
macej@gtlaw.com

August 5, 2022

*Via E-Mail* \_\_\_\_\_

Front Sight Management LLC  
1 Front Sight Road  
Pahrump, NV 89061  
Attn: Dr. Ignatius Piazza, Manager  
Re: *Special Counsel Legal Representation*

Dear Dr. Piazza,

Thank you for agreeing to engage Greenberg Traurig, LLP (“Greenberg Traurig” “we” or “us”) as special counsel. We appreciate the opportunity to provide legal services to Front Sight Management LLC (“you” or “Client”).

1. **Our Agreement:** This letter sets forth the terms and conditions by which Greenberg Traurig will represent you. It constitutes the retainer and engagement agreement (the “Agreement”) between you and Greenberg Traurig. This is our only agreement for this engagement.

If this Agreement is acceptable, please sign and return a copy to me at your earliest convenience; the original is for your files. While we request a signed copy of this Agreement for our records, this Agreement will constitute and state the contract between us if and when we begin rendering any services and such services are accepted.

Please feel free to discuss this proposed Agreement with independent counsel before signing it or having us commence services for you. Also, please call me if you have any comments or questions concerning this Agreement.

2. **Scope of Engagement:**

a. **The Engagement and Matter.** It is our understanding that the Client has filed for bankruptcy protection and our representation of the Client will only include legal advice and assistance related to developing a membership plan and drafting membership agreement templates and related documentation, and no other matter (the “Subject Matter”).

You and we may agree to limit or expand the scope of the Subject Matter, but that will occur and be effective only if agreed in writing by both of us, with a specific mutual understanding

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as to the nature and scope of any such further services. Further, we or another affiliate of Greenberg Traurig (collectively "GT") and you or one of your affiliates may also agree upon other or further representations by GT. If that occurs, unless otherwise agreed in writing, this Agreement will also apply to and govern such other or further representations.

b. **The Client.** The client for this engagement is Front Sight Management LLC, and only that entity. Because of the proliferation of entities partially or wholly owned or owning other entities, and the confusion and problems this creates vis-a-vis potential ethical and business conflicts of interest, GT does not and will not regard an affiliate of a client entity (i.e., parent, subsidiary or other entity or other entity partially or wholly owned by or owning it) or a person owning or connected with the client (e.g. officer, director, member, partner, shareholder, owner, employee, etc.) as a client of GT for any purpose unless a client-lawyer relationship has been established by an express written understanding as to that matter and that specific entity or person. Similarly, GT will not regard a representation that is adverse to such an affiliate or person as adverse to the client being represented by GT under this Agreement (or any other matter to which it applies). Accordingly, if there is such an affiliate or person that you wish GT to regard as a client for conflict purposes, please specify it or him/her before you and we sign this Agreement or before having us commence services for you; if such entity or person is not expressly accepted by us in writing as a client, such entity or person will not be a client.

c. **Nature of Services.** We will provide only legal services in connection with this engagement. We are not providing, and you will not look to GT or rely on GT for, business, investment, insurance, accounting, or other such non-legal services, including without limitation advice, decisions, investigation (e.g. as to the character or credit of persons with whom you may be dealing), or other such non-legal services.

Further, our acceptance of this engagement and representation of you is not an undertaking or acknowledgement that GT is or will be your general counsel or advisor, or that GT is representing you or will represent you or your interests in any matter other than the Subject Matter or as otherwise described above.

d. **Exclusions from Legal Services.** Unless expressly included in the foregoing and part of the express Subject Matter, our services do not include advice relating to tax implications or consequences of this engagement, our services, or the results of our representation.

e. **No Continuing Obligation.** Subject only to obligations which we may have as expressly provided by law or the Rules of Professional Conduct ("Ethics Rules"), we will have no continuing obligation to you in connection with or as a result of the Subject Matter or this engagement after the termination thereof as provided elsewhere in this Agreement. Our representation of you does not constitute or include a continuing obligation to advise you or represent you thereafter as to the Subject Matter of our engagement, including without limitation,

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as to subsequent developments or proceedings, or concerning subsequent legal developments that might have a bearing on your affairs or as to subsequent requirements you may have concerning the Subject Matter.

3. **Conflicts**: GT represents a broad group and spectrum of clients in a variety of legal matters. Accordingly, conflicts of interest may arise that, absent an effective conflicts waiver, may adversely affect your ability and the ability of other clients or potential clients to choose GT as their counsel, and possibly preclude GT from representing you or them in pending or future matters. We wish to be fair to all clients, and to assure that they have the right and ability to use us or any other counsel of their choice. Accordingly, this Agreement confirms that.

a. **Consent and Waiver**. You are comfortable (after having had sufficient opportunity to consider, investigate, and consult independent counsel to the extent you may wish) that you are adequately informed about the possibility and nature of such conflicts and potential conflicts and the risks and consequences or potential consequences of such conflicts and potential conflicts. Therefore, on the conditions and terms stated in this paragraph, to the fullest extent legally and ethically permissible, you have determined to, and hereby confirm that you do: [i] waive any such actual or potential conflict which may be presented or occur as a result of this engagement; [ii] consent to GT's representation now or in the future of other present or future clients on any other matter, whether or not on a basis adverse to you or any of your affiliates (including in transactions, litigation, and other legal or ethical proceedings or matters) except as stated below ("Permitted Adverse Representation"); and [iii] promise for yourself or your affiliates not to assert that this engagement or GT's other representation of you or your affiliates is or should be a basis for disqualifying GT from representing any party in any "Permitted Adverse Representation" or gives rise to or supports a basis for any claim of breach of duty against GT.

b. **Conditions**. The foregoing waiver, consent, and promise are conditioned upon and limited by GT's agreement, confirmed hereby, that GT: [i] will not represent another client adversely to you in a matter involving the Subject Matter or substantially related to it or any other matter in which GT is representing or has represented you or your affiliates; [ii] will screen those attorneys representing you or your affiliates from those attorneys who will represent other clients adversely to you or your affiliates; and [iii] not use or disclose confidential information of you or your affiliates which is nonpublic and not known to such other client(s) adversely to you in any such matter or otherwise as may not be permissible under applicable Ethics Rules or any written agreement by GT pertaining to such information.

c. **Continuation**. Subject to limitations, if any, under the applicable law and Ethics Rules, these waivers and consents, and the conditions and terms stated above, apply at present to current and past conflicts and potential conflicts and will continue to do so in the future, including during or after termination of GT's representation of you or your affiliates as to the Subject Matter and in any other engagement.

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4. **Staffing:** Jim Mace and Mark Hillier will be the attorneys principally responsible for this engagement. At present, we expect to include and enlist the assistance of others, generally associates and paralegals. That may change and additional or different attorneys and paralegals may participate or replace others in this engagement, depending on the circumstances during the engagement, as to the Subject Matter, within GT or otherwise relating to the engagement.

If there are changes in staffing, you will be advised; and, of course, if you wish different persons to be involved, we will discuss that with you to attempt to assure that you are satisfied with the staffing.

5. **Fees and Expenses:** This Agreement further confirms that:

a. **Retainer Payment.** A Retainer is waived.

b. **Fees.** Unless otherwise agreed between you and us in writing, our fees for the services being provided will be based upon the time spent by our personnel. Jim Mace's standard rate is \$835 per hour and Mark Hillier's standard rate is \$700 per hour. Rates for other attorneys in this firm currently range from \$325 per hour for the most junior associate to \$1,800 per hour for our most senior attorneys. The rate for paralegals is currently \$250 per hour.

Depending on circumstances and the passage of time, our rates are subject to change as the engagement progresses. If that is to occur, we will discuss that with you in advance.

c. **Expenses.** In addition to fees for legal services, this engagement will require you and us to pay or advance the cost of expenses or other disbursements from time to time. You understand that, when we advance such payments for a client, we do so to expedite the engagement in reliance on the client's promise, confirmed here, to reimburse us for such disbursements promptly.

d. **Payment of Bills:** Fees and costs will be payable on a monthly basis.

6. **Cooperation and Communication:** To assist with effective and efficient pursuit of this engagement, we are looking to you to provide us with the factual information, documents, and other materials you have concerning the Subject Matter and to keep us informed in that regard if and as you learn and receive more. We also look to you to keep us advised as to your expectations and any concerns you may have regarding our services during the engagement.

We wish for and encourage candid and frequent communication between you and us. We will keep you informed of developments regarding the Subject Matter, and will consult with you as we endeavor to assure the timely and appropriate performance and completion of our services.



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We encourage you to be actively involved in the strategy and tactical management of this engagement. You will make the business or technical decisions.

With the foregoing in mind, you have assured us that you are disclosing and will disclose, fully and accurately, what you know and learn that may be pertinent to our services, and that you will cooperate fully with us and to make yourself and others available as needed to assist us .

7. **Termination and End of Representation**: Subject to any limitations imposed by a court or the applicable Ethics Rules, GT or you may terminate this engagement and our representation at will.

Otherwise, our engagement and attorney-client relationship will terminate automatically upon the completion of our services for the Subject Matter or, if that is not clear, six months after we have furnished any billable services to or for you as to the Subject Matter.

If you later retain us to perform further or additional services, it will be confirmed in writing and the attorney-client relationship will be revived on the terms of this engagement letter, subject to any new or supplemental terms of engagement that we may agree upon in writing at that time. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a revival of an attorney-client relationship.

8. **No Guaranties, etc.**: We have not given you any assurance or guarantees concerning the success of this engagement or our services or otherwise as to outcome of them, or accepted any contractual obligation in that regard. Nor have we made any representation or warranty other than as may be expressly stated in this Agreement as to those matters or our services including, without limitation, whether our services will result in an economic benefit or monetary recovery to or for you or, if they do, as to amount or value thereof.

9. **Client Documents**: We will maintain any documents you furnish us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. We will retain any remaining documents in our files for a reasonable period of time and ultimately destroy them in accordance with our record retention program schedule then in effect. We may also elect to retain copies of the documents we turn over to you and ultimately destroy them too in accordance with our record retention program schedule.

If you request a copy of some or all of the client file for this matter, whether before or after the termination of our representation of you, you agree that we may, to the extent permitted by law, charge you a reasonable fee for copying the file as well as for any associated delivery and assemblage costs.

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In the event that our representation is terminated and you have not paid for all services rendered and/or other charges accrued on your behalf to the date of our withdrawal, we may, to the extent permitted by law, assert a retaining lien against any documents or files remaining in our possession until such charges are paid.

10. **Miscellaneous:**

a. **Binding Effect.** This Agreement is personal to us and is not assignable by either you or us without the written consent of the other. However, your economic obligations hereunder are and will be binding on (as applicable) your successors and estates, heirs, trustees, and other legal representatives.

b. **Modification.** This Agreement may not be changed, amended, or otherwise modified, in whole or in part, except by a writing executed by all parties to this Agreement. No unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by GT, you, or anyone else), whether inconsistent with any provision of the Agreement or otherwise, will be effective or binding or will otherwise suffice to modify or add to this Agreement unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound by or otherwise affected by it.

c. **No Waiver.** No waiver of any of the provisions of this Agreement will be effective or binding unless made in writing and signed by is the person claimed to have given the waiver.

d. **Partial Invalidity.** If any provision of this Agreement is found to be unenforceable, invalid, or illegal, it shall be interpreted in such manner as to be enforceable, valid, and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity or unenforceability of any provision.

e. **Entire Agreement, etc.** This Agreement contains and sets forth the entire agreement between you and us and supersedes any and all prior or other agreements or understandings (written and oral) that may exist or have existed as to this engagement and the Subject Matter. Neither you nor us has relied on any representation, warranty, or other statement or promise concerning this engagement and/or the Subject Matter which is not stated in this Agreement.

f. **Governing Law, etc.** All of the rights and obligations of either you or us arising under or related to this Agreement are and will be governed by the laws of the State of Nevada (if applicable) irrespective of conflicts of law principles that might otherwise apply.

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To the extent permissible, the Ethics Rules of the State in which a GT attorney provides services as to the Subject Matter or otherwise in this engagement or subject to this Agreement govern and such Ethics Rules alone will govern and apply as to that conduct.

g. **Arbitration.** We look forward to, and anticipate, a harmonious relationship between you and us. In the event you become dissatisfied for any reason with any aspect of our relationship, please bring that to our attention immediately; we will do the same if we perceive a problem with the representation. It is our belief that such problems can usually be resolved by good faith discussions between you and us. But, in the unlikely event that we cannot resolve such problems ourselves, we believe that any disputes in connection with this Agreement are most likely to be resolved expeditiously and with less expense to all concerned by binding arbitration rather than by court action.

By signing this letter, you are expressing and acknowledging your agreement with that view. Hence, to the extent permitted by law, any dispute arising out of or relating to this Agreement, including, without limitation, our relationship, our bills or billings, or our services (including without limitation alleged legal malpractice, negligence, breach of fiduciary duty, fraud, breach of contract or other alleged inadequacy of services or improper conduct by or of GT) will be resolved by confidential binding arbitration before JAMS in Las Vegas, Nevada, in accordance with the JAMS comprehensive arbitration rules and procedures, and judgment on the award rendered in such arbitration may be entered in any court having jurisdiction thereof. In agreeing to arbitration, you understand that you are forgoing and giving up any right you may have to a jury trial and adjudication under any rules of court that do not apply in arbitration.

If you do not wish to agree to arbitration of any disputes, claims, or controversies please draw a line through and initial this paragraph.

h. **Advice as to Agreement.** As noted above, we encourage you to consult with other counsel or advisors of your choice regarding this Agreement and its terms, and to consider fully the possible implications of our representation on the basis described herein.

i. **Marketing Permission.** By signing this Agreement, you agree that your name, logo, and a general description of this matter may be used by GT in its business development efforts and materials.

If you do not wish for this information to be used in the manner specified, please draw a line through and initial this paragraph.

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j. **Headings.** The headings on paragraphs and subparagraphs of this Agreement are for convenience only, and shall have no effect other than for convenience of reference.

k. **Effectiveness and Execution.** Except for those provisions expressly calling for execution or as may be required by law or Ethics Rules, this Agreement will become effective and govern this engagement and our relationship with you as to the engagement and the Subject Matter, whether or not the Agreement is executed, upon our rendering of any services for you as to the Subject Matter.

Nevertheless, we do ask that you execute and return this Agreement for our records, and that you also keep it in and for your records. In that regard, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same instrument. Electronic, PDF, and facsimile signatures shall be as effective as original ink signatures.

If the foregoing accurately states the Agreement between you and us, please countersign and return a copy of this letter with your retainer payment to so indicate and confirm your assent to its terms.

Very truly yours,

GREENBERG TRAURIG, LLP



By: \_\_\_\_\_  
Jim Mace, Managing Shareholder

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**ACCEPTED AND AGREED  
WITH CONSENTS AND WAIVERS GRANTED**

**FRONT SIGHT MANAGEMENT LLC**

By:   
\_\_\_\_\_

Dr. Ignatius Piazza, Manager