



# OBERMAYER

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February 13, 2007

John Keller, Chairman  
The Harrisburg Authority  
One Keystone Plaza, Suite 104  
Front and Market Streets  
Harrisburg, Pennsylvania 17101

Re: Special Counsel Engagement

Dear Mr. Keller:

This will confirm our firm's engagement as special counsel to The Harrisburg Authority in connection with prospective litigation against the City Council of the City of Harrisburg and others, over the appointment of Authority board members. The Pennsylvania Rules of Professional Conduct require that us to confirm the financial terms of our engagement and the basis upon which our fees will be determined. Those terms are as follows:

1. My firm's services are provided on an hourly basis. My present hourly rate is \$460. The hourly rates for other attorneys and professionals in the firm range from \$380 to \$525 for partners, \$230 to \$380 for associates, and \$130 for our law clerks, legal assistants and legal librarians. Our hourly rates change from time to time, and the monthly bills you receive will reflect the rates then in effect for the lawyers and other professionals working on your matter. Statements for services are rendered on a monthly basis, and are due upon receipt. Balances unpaid after thirty (30) days are subject to the assessment of interest charges on the unpaid amount at the rate of one and one-half percent (1 ½%) per month (18% annually). All payments are first applied to costs (see paragraph 2, below), with the balance applied to fees. Our fees are billed in minimum increments of one-tenth hour.

2. Our monthly bills will itemize all out-of-pocket costs incurred in this representation. Out-of-pocket costs include, but are not limited to, telephone and postage charges, photocopying, computerized legal research, messenger and delivery fees, telecopy charges, overnight express delivery services, secretarial overtime, and any other costs we may incur in connection with this case. Our costs do not reflect the lowest prices for which such items or services may be obtained, and include internal mark-ups for overhead, administration and profit over and above our base cost for such services and items.

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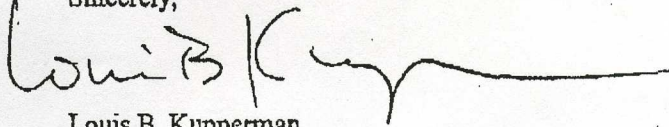
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John Keller, Chairman  
The Harrisburg Authority  
February 13, 2007  
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Kindly acknowledge your receipt of this letter and agreement to the foregoing terms by signing and returning a copy of this engagement to me by fax. We appreciate the confidence you have expressed in us, and we look forward to representing the interests of the Authority in this matter.

Sincerely,

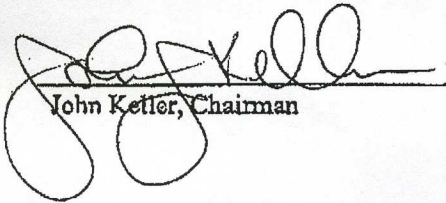


Louis B. Kupperman

LBK/rmk

THE FOREGOING IS HEREBY  
ACCEPTED AND AGREED TO:

THE HARRISBURG AUTHORITY

  
John Keller, Chairman