

AGREEMENT FOR LEGAL SERVICES

BY AND BETWEEN
THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF SAN LEANDRO
AND JONES HALL, A PROFESSIONAL
LAW CORPORATION, FOR BOND COUNSEL AND
DISCLOSURE COUNSEL SERVICES IN CONNECTION WITH
TAX INCREMENT REFUNDING BONDS

This AGREEMENT FOR LEGAL SERVICES dated as of August 25, 2014, is between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN LEANDRO (the "Successor Agency"), and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys");

WITNESSETH:

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of San Leandro (the "Successor Agency") is proceeding to authorize the issuance of long-term bonds (the "Bonds") for the purpose of refinancing certain outstanding tax increment bonds of the Successor Agency; and

WHEREAS, in connection with the drafting of the documents and resolutions required to accomplish the authorization and issuance of the Bonds, the Successor Agency requires the advice and assistance of bond counsel and disclosure counsel; and

WHEREAS, Attorneys are qualified by training and experience to perform the services of bond counsel and disclosure counsel and are willing to provide such services under the terms set forth herein;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

SECTION 1. *Identification of Client.* Attorneys shall represent the Successor Agency as Bond Counsel and Disclosure Counsel in connection with the proceedings for the authorization, issuance and sale of the Certificates. Attorneys will not represent, and will owe no duties to, any other party, including but not limited to financial advisor, trustee, bond insurer and underwriter of the Bonds.

Attorneys assume that all other parties involved in the financing will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. Attorneys further assume that all other parties understand that in this transaction Attorneys represent only the Successor Agency, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services as bond counsel and disclosure counsel are limited to those contracted for in this Agreement; the Successor Agency's execution of this Agreement will constitute an acknowledgment of those limitations. Attorneys' representation of the Successor Agency will not affect, however, our responsibility to render an objective final legal opinion.

SECTION 2. *Duties of Attorneys as Bond Counsel.* Attorneys shall do, carry out and perform all of the following Bond Counsel services as are necessary for the issuance and sale of each series of the Bonds:

- Consultation and cooperation with attorneys, financing consultants and other consultants, underwriters, staff and employees of the Successor Agency, and assisting such consultants, underwriters, staff and employees in the formulation of a coordinated financial and legal Bond issuance by the Successor Agency.
- Preparation of all legal proceedings for the authorization, issuance and delivery of Bonds by the Successor Agency; including preparation of Successor Agency and Oversight Board resolutions authorizing the issuance of such Bonds, fixing the date, denominations, numbers, maturity and interest rates, providing the form of the Bonds and authorizing their execution, authentication and registration; certifying the terms and conditions upon which the same are to be issued; providing for the setting up of special funds for the disposition of proceeds of the sale of the Bonds and providing all other details in connection therewith, including special covenants and clauses for the protection of the interests of the Bondholders; preparation of the resolution selling all or any part of the authorized Bond issue; preparation of all documents required for Bond delivery and supervising such delivery; preparation of all other proceedings incidental to or in connection with the issuance, sale and delivery of the Bonds.
- Work with the successor Agency to respond to any questions of concerns of the Department of Finance of the State of California.
- Upon completion of proceedings to the satisfaction of Attorneys, providing a legal opinion, as traditionally issued by Bond Counsel and satisfactory in form and content to the Successor Agency Attorney and other parties to the transaction, approving in all regards the legality of all proceedings for the authorization, issuance and delivery of Bonds, which opinion shall be addressed to the Successor Agency and any other party so requiring and shall inure to the benefit of the purchasers of the Bonds.
- Any and all legal consultation requested by the Successor Agency concerning the Bonds at any time after delivery of the Bonds.
- Such other and further services as are normally performed by Bond Counsel in connection with the issuance of bonds or obligations of a similar character to the Bonds.
- Attorneys will not be responsible for the preparation or content of the official statement prepared by the underwriter or other legal counsel, other than to examine said official statement as concerns description of Bonds and matters within Attorneys' knowledge.

SECTION 3. *Duties of Attorneys as Disclosure Counsel.* In addition to their duties as Bond Counsel to the Successor Agency, Attorneys shall do, carry out and perform all of the following services as Disclosure Counsel to the Successor Agency in connection with the issuance of the Bonds:

- Participating in the preparation of the Official Statement by consulting with representatives of the Successor Agency, the underwriter and others, gathering information for disclosure in the Official Statement, and having primary responsibility for drafting the Official Statement.
- Performing due diligence sufficient to render the opinion set forth below.
- Rendering an opinion to the Successor Agency and the underwriter of the Bonds stating that based upon Attorney's participation in the preparation of the Official Statement, nothing has come to their attention to lead them to believe that the Official Statement (except for any financial statements and the financial and statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion included therein, and The Depository Trust Company and its book-entry system and information in the Appendices, as to which Attorneys are not required to express a view) as of the date of the Official Statement or the date of closing of the Bonds contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- Such additional legal services as are customarily rendered by disclosure counsel on comparable financing transactions.

SECTION 4. *Compensation.*

(a) Bond Counsel Services. For the services of Attorneys listed in Section 1 in connection with Bond Counsel services rendered for the issuance of each series of Bonds, the Successor Agency will pay Attorneys a fee calculated as a percentage of the principal amount of such series of Bonds, as follows:

1% of the first \$1 million principal amount of Bonds, plus
1/2% of the first \$5 million principal amount of Bonds, plus
1/4% of the next \$5 million principal amount of Bonds, plus
1/8% of the remaining principal amount of Bonds

(b) Disclosure Counsel Services. For the services of Attorneys listed in Section 2 as Disclosure Counsel in connection with the issuance of each series of Bonds, the Successor Agency will pay Attorneys a flat fee equal to \$35,000.

(c) Expense Recovery. In addition to the foregoing fees, Attorneys will be reimbursed for direct out-of-pocket expenses for travel outside the State of California

(with the prior approval of the Successor Agency), messenger and delivery services, court filing fees, costs of legal publication, photocopying and preparation of official transcripts of the proceedings.

(d) Contingent Nature of Fees. The fees and reimbursements described in paragraphs (a), (b) and (c) shall be contingent upon the issuance of the Bonds by the Successor Agency. Such fees and reimbursements shall be payable solely from the proceeds of the Bonds.

SECTION 5. *Responsibilities of the Successor Agency.* The Successor Agency shall cooperate with Attorneys and shall furnish Attorneys with certified copies of all proceedings taken by the Successor Agency, or other deemed necessary by Attorneys to render an opinion upon the validity of such proceedings. All costs and expenses incurred incidental to the actual issuance and delivery of Bonds, including the cost and expense of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, the cost of preparing the Bonds for execution and delivery, all printing costs and publication costs, and any other expenses incurred in connection with the issuance of Bonds, shall be paid by the Successor Agency.

SECTION 6. *Termination of Agreement.* This Agreement may be terminated by the Successor Agency at any time by giving written notice to Attorneys with or without cause. In the event of termination, all finished and unfinished documents, exhibits, project data, reports, and evidence shall, at the option of Successor Agency, become its property and shall be delivered to it by Attorneys. If this Agreement is terminated by the Successor Agency and the Bonds are subsequently issued, Attorneys shall be paid a fee for their services rendered through the date of such termination, in a pro rata amount of the total fee which would have been paid hereunder had such termination not taken place.

SECTION 7. *Independent Contractor.* Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the Successor Agency.

SECTION 8. *Liability Insurance; Costs of Regulatory Agency Investigations.* Attorneys must maintain at their own expense at all times during the term of this Agreement policies of insurance, acceptable to the Successor Agency, covering its workers' compensation injuries, public liability and professional liability. In the event any investigation, inquiry or other action is instituted by the Securities and Exchange Commission, the Internal Revenue Service or other governmental regulatory agency into the Certificates under federal securities law or federal tax law, the Successor Agency and Attorneys shall meet and confer to discuss the extent to which it is appropriate for Attorneys to represent the common interests of the Successor Agency and Attorneys in responding to such investigation, inquiry or other action, and the extent to which the cost thereof shall be borne by Attorneys.

SECTION 9. *Assignment.* Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the Successor Agency.

SECTION 10. *Conflicts; Prospective Consent.* Attorneys represent many political subdivisions, investment banking firms and financial advisory firms. It is possible that during the time that Attorneys are representing the Successor Agency, Attorneys will also be representing, on other transactions, the investment banking firm working with the Successor Agency in connection with the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent the Successor Agency as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other Successor Agency will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify the Successor Agency's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

SECTION 11. *Termination of Agreement.*

(a) Termination by Successor Agency. This Agreement may be terminated at any time by the Successor Agency with or without cause upon written notice to Attorneys.

(b) Termination by Attorneys. This Agreement may be terminated by Attorneys upon 15 days' written notice to Successor Agency if Successor Agency fails to follow written legal advice given by Attorneys.

(c) Termination Upon Issuance of Bonds. This Agreement shall terminate upon the issuance of the Bonds.

(d) Consequences of Termination. In the event of termination, all finished and unfinished documents shall at the option of the Successor Agency become its property and shall be delivered to the Successor Agency by Attorneys.


IN WITNESS WHEREOF, the Successor Agency and Attorneys have executed this Agreement as of the date first above written.

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF SAN LEANDRO**

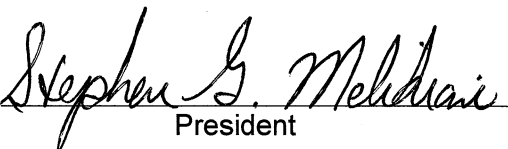
By: 
Chris Zapata, City Manager

By: 
Richard Pio Roda, City Attorney

By: 
David Baum, Finance Director

By: 
Marian Handa, City Clerk

**JONES HALL
A PROFESSIONAL LAW CORPORATION**

By: 
President