JONES HALL

LEGAL SERVICES AGREEMENT

BY AND BETWEEN THE SAN LEANDRO UNIFIED SCHOOL DISTRICT AND JONES HALL, A PROFESSIONAL LAW CORPORATION, FOR BOND COUNSEL AND DISCLOSURE COUNSEL SERVICES IN CONNECTION WITH GENERAL OBLIGATION BOND PROCEEDINGS IN 2020

THIS AGREEMENT is entered into this 11 day of September, 2019, by and between the SAN LEANDRO UNIFIED SCHOOL DISTRICT (the "School District") and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys");

W I T N E S S E T H:

WHEREAS, the School District intends to call an election in calendar year 2020 at which it will seek authorization to issue general obligation bonds (the "Bonds") in the name and on behalf of the School District pursuant to the laws of the State of California;

WHEREAS, in the event School District receives said voter authorization, it intends to issue said Bonds in one or more series pursuant to the laws of the State of California;

WHEREAS, in connection with such election proceedings and, if the election is successful, bond issuance, the School District requires the advice and assistance of nationally recognized Bond Counsel and Disclosure Counsel;

WHEREAS, Attorneys are qualified by training and experience to perform the services of Bond Counsel and Disclosure Counsel and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement;

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

In consideration of the foregoing and the mutual covenants contained in this Agreement, the School District and Attorneys agree as follows:

Section 1. Attorney-School District Relationship. Upon execution of this Agreement, the School District will be Attorney's School District and an attorney-School District relationship will exist between School District and Attorneys. Attorneys assume that all other parties 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 School District, 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 School District's execution of this Agreement will constitute an acknowledgment of those limitations. Attorneys' representation of the School District will not affect, however, our responsibility to render an objective Bond Opinion.

Section 2. Scope of Engagement as Bond Counsel. Attorneys shall perform all of the following services as bond counsel in connection with the issuance and sale of the Bonds for the purpose of providing financing for the projects:

a. Consultation and cooperation with School District and School District staff to assist in the formulation of a coordinated financial and legal approval and issuance of the Bonds.

b. Preparation of all legal proceedings for the lawful calling of the election for the Bonds, including preparation of a resolution of the governing board of the School District calling the Bond election which includes a project list, and advising School District during the election period with respect to appropriate informational and non-partisan activities.

c. Preparation of all legal proceedings for the authorization, issuance and delivery of the Bonds by the School District; including (a) preparation of a resolution of the governing board of the School District authorizing the issuance and sale of the Bonds and approving related documents and actions, (b) preparation of all related financing documents, (c) preparation of all documents required for the closing of the issue, (d) supervising the closing, and (e) preparation of all other proceedings incidental to or in connection with the issuance and sale of the Bonds.

d. Advising the School District, from the time Attorneys are hired as Bond Counsel until the Bonds are issued, as to compliance with federal tax law as required to ensure that interest on the Bonds is exempt from federal income taxation.

e. Upon completion of proceedings to Attorneys' satisfaction, providing a legal opinion (the "Bond Opinion") approving the validity and enforceability of the proceedings for the authorization, issuance and delivery of the Bonds, and stating that interest on the Bonds is (a) excluded from gross income for purposes of federal income taxes and (b) exempt from California personal income taxation. The Bond Opinion will be addressed to the School District, and may also be addressed to the underwriter of the Bonds and other participants in the financing. The Bond Opinion shall be modified, as appropriate, if any portion of the Bonds is issued on a taxable basis.

f. Review those sections of the official statement or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law and securities law provisions applicable to the Bonds, as to completeness and accuracy.

g. Assist the School District in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.

h. Such other and further services as are normally performed by bond counsel in connection with similar financings.

Attorneys' Bond Opinion will be delivered by Attorneys on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and will represent Attorneys' judgment as to the proper treatment of the Bonds for federal income tax purposes. Attorneys' opinion is not binding on the Internal Revenue Service ("IRS") or the courts. Attorneys cannot and will not give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the "Code"), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. School District acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Opinion, Attorneys will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the School District with applicable laws relating to the Bonds.

Section 3. Scope of Engagement as Disclosure Counsel. Attorneys shall perform all of the following services as disclosure counsel in connection with the issuance and sale of the Bonds:

a. Prepare the disclosure document to be reviewed by potential Bond investors, known as the Official Statement (both preliminary and final), or other disclosure documents in connection with the offering of the Bonds.

b. Confer and consult with the officers and administrative staff of the School District as to matters relating to the Official Statement.

c. Attend meetings or participate in calls at which the Official Statement is to be discussed, as deemed necessary by Attorneys for the proper exercise of their due diligence with respect to the Official Statement.

d. On behalf of the School District, prepare the bond purchase contract or official notice of sale pursuant to which the Bonds will be sold and a continuing disclosure certificate of the School District to assist the underwriter with complying with Securities and Exchange Commission Rule 15c2-12.

e. Subject to the completion of proceedings to the satisfaction of Attorneys, provide a letter of Attorneys addressed to the School District and the underwriter that, although Attorneys are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement and make no representation that Attorneys have independently verified the accuracy, completeness or fairness of any such statements, no facts have come to Attorneys' attention that cause Attorneys to believe that the Official Statement (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning the Bond Insurance Policy and the Insurer, and

information concerning the Depository Trust Company and the book-entry system for the Bonds, contained or incorporated by reference in the Official Statement and the appendices to the Official Statement, which Attorneys will expressly exclude from the scope of this sentence) as of the date of the Official Statement or the date hereof 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.

Section 4. Excluded Services. Our duties in this engagement are limited to those expressly set forth above in Section 2 and Section 3, except as expressly set forth in a written amendment to this Agreement. Among other things, our duties do not include:

a. Preparing requests for tax rulings from the Internal Revenue Service, or "no-action" letters from the Securities and Exchange Commission.

b. Preparing blue sky or investment surveys with respect to the Bonds, or performing research regarding the School District's past compliance with regard to prior undertakings pursuant to Securities and Exchange Commission Rule 15c2-12, if any.

c. Except as described in paragraph 2(b) above, drafting state constitutional or legislative amendments.

d. Pursuing test cases or any other litigation, such as contested validation actions or legal challenges which arise during the election proceedings, except as set forth above.

e. Making an investigation or expressing any view as to the creditworthiness of the School District or the Bonds.

f. Providing advice on financial structuring, market timing or size of the proposed bond issue, other than with respect to legal considerations.

g. After Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking under Securities and Exchange Commission Rule 15c2-12.

h. Representing the School District in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations.

i. After Closing, unless specifically requested to do so by School District, and agreed to by Attorneys, providing continuing advice to the School District or any other party concerning any actions that need to be taken regarding the Bonds; e.g., actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

j. Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the School District may choose as an investment vehicle for the proceeds of the Bonds, unless

the School District and Attorneys agree on the terms of such review and compensation for such review.

k. Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivative financial products, such as an interest rate swap agreement, that the School District may choose to enter into in connection with the issuance of the Bonds, unless the School District and Attorneys agree on the terms of such review and compensation for such review.

l. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Section 5. 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 School District, one or more of Attorneys present or future School Districts will have transactions with the School District. It is also possible that Attorneys may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent you 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 School District will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify the School District's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

Section 6. Compensation. The following fees apply to the legal services rendered hereunder:

(a) Legal Services: Election Proceedings. For the services of Attorneys performed in connection with the calling of the bond election and advice rendered during the period leading up and until the election, Attorneys will charge a flat fee of $5,000.

(b) Bond and Disclosure Counsel Services: Bond Issuance. For the services of Attorneys listed in Section 2 as Bond Counsel, the fee per series of bonds issued shall be determined as follows:

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.

Notwithstanding the foregoing formula, the fee for Bond Counsel shall be capped at $60,000 per series of bonds issued, with a minimum fee of $35,000 per series of bonds issued. Out of pocket costs shall be reimbursed to Attorneys in an amount of not to exceed $2,000 per series.

(c) Disclosure Counsel. For the services of Attorneys listed in Section 3, the proposed fee is a flat fee of $20,000 per series.

The fees identified in (b) and (c) above are entirely contingent upon the successful passage of the ballot measure and sale and delivery of the bonds, and payable as costs of issuance.

The foregoing fees are not set by law but are negotiable between Attorneys and School District. To the extent School District requires Bond Counsel and/or Disclosure Counsel services in connection with other financings not described herein which Attorneys are qualified to provide, this Agreement may be supplemented by addenda providing the applicable fee.

Section 7. Responsibilities of the School District.

(a) General. The School District will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the School District, or otherwise deemed necessary by Attorneys to render an opinion upon the validity of the proceedings. During the course of this engagement, Attorneys will rely on School District to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. Attorneys are not responsible for costs and expenses incurred incidental to the actual issuance and delivery of the Bonds, including the cost of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, and printing and publication costs.

(b) Federal Tax Law-Related Responsibilities. The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. As a condition of Attorneys issuing their opinion, you will be required to make certain representations and covenants to comply with certain restrictions designed to insure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. Attorneys' opinion will assume the accuracy of these representations and compliance with these covenants. Attorneys will not undertake to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. In this regard, School District agrees to familiarize itself with the relevant requirements and restrictions necessary for the Bonds to qualify for exemption from federal income taxation and to exercise due diligence both before and after issuance of the Bonds in complying with these requirements.

Section 8. 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 School District.

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 School District.

Section 10. Termination of Agreement.

(a) Termination by School District. This Agreement may be terminated at any time by the School District 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 School District if School District fails to follow written legal advice given by Attorneys.

(c) Termination Upon Issuance of Final Series of Bonds. This Agreement shall terminate upon the issuance of the final series of Bonds pursuant to the authorization described herein.

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

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

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By _____
Authorized Officer

JONES HALL, A PROFESSIONAL LAW CORPORATION



By _____
Courtney L. Jones
Shareholder