

August 11, 2004

Ohlone College
Attn: Deanna Walston
Vice President/Deputy Superintendent
43600 Mission Boulevard
P.O. Box 3909
Fremont, CA 94539-0390

Re: Ohlone College
Fee Agreement

Dear Ms. Walston:

California Business & Professions Code Section 6148 requires lawyers to enter into a written fee agreement with their clients. This letter is written to comply with that requirement.

1. This will confirm that you have retained this law firm to represent Ohlone College ("College") in connection with the possible ground leasing of property in Fremont.

2. The firm's legal services to College will include advise and consultation on a variety of matters pertaining to issues related to the possible ground leasing of property in Fremont, including but not limited to advice regarding procedures to be followed, review of consultant agreements, conferences with client and/or consultants, negotiation of agreements, drafting documents, insuring compliance with the Education Code, interfacing with the State Chancellor's office, evaluation of reports, studies and data, and attendance at Trustee Board meetings as needed.

3. Our fee will be based upon our regular hourly rates for time spent. At the present time the hourly rates range from \$75.00 to \$150.00 per hour for certain paralegal services or law clerk services and from \$175.00 to \$310.00 per hour for attorneys' services, depending upon the experience and specialty of the attorney. My hourly rate is \$310.00. The firm bills in minimum time increments of 1/10 of an hour and its bill will reflect charges for all time spent, including, without limitation, telephone calls, conferences with you or others involved in this matter as well as the time needed to travel

Ohlone College
Attn: Deanna Walston
Vice President/Deputy Superintendent
September 3, 2004
Page 2

to such conferences, time spent in drafting documents or in researching matters of law. Any advance payment or retainer paid to the firm by you will be credited to your account.

4. Our bill will also reflect any costs incurred in connection with this matter, including, for example, long distance and message unit telephone calls, postage, travel expenses, filing fees, reproduction charges, special delivery and messenger service charges, secretarial or word processing overtime, recording fees and other such charges.

5. Bills will be sent on a monthly basis. Payment is due within thirty (30) days. Unless you notify us to the contrary, all bills will be sent to this address. Please make all checks payable to Eller & Associates.

6. You agree to cooperate with us and to provide information to us in a timely fashion.

I am required by State law to inform you that this firm has errors and omissions coverage in excess of the minimum required by law.

Please let me know if you have any questions. If this agreement is satisfactory, please sign a copy of this letter and return it to me in the enclosed envelope.

I look forward to working with you and the College on this matter.

Very truly yours,

Eller & Associates

By: _____
James J. Eller

I agree to the contents of this letter.

Ohlone College

Dated: _____

By: _____

Its: _____