



Ragghianti|Freitas LLP

Attorneys at Law

1101 Fifth Avenue, Suite 100
San Rafael, CA 94901-2903
telephone 415.453.9433
facsimile 415.453.8269
www.rflawllp.com

David F. Feingold
dfeingold@rflawllp.com

September 5, 2019

Via Electronic Delivery Only: retnyre@tahoedonner.com

Tahoe Donner Association, Inc.
Board of Directors
c/o Robb Etnyre
General Manager
11509 Northwoods Blvd
Trucker, CA 96161

Re: Legal Services Agreement

Dear Directors:

I am pleased that you have expressed an interest in engaging myself and my firm to provide legal services. This letter will set out the terms of our engagement to represent Tahoe Donner Association, Inc., (hereinafter "Tahoe Donner" or "you") with regard to those legal matters for which you may request our assistance. I will be responsible for the representation. However, it is expected that other attorneys and staff in my office will be called upon as needed given Tahoe Donner's diverse operations and needs.

I will be the primary point of contact for our firm. My partner Matt Haulk and our paralegal Jennifer Page may be contacted if I am not available. In order to maintain clear lines of communication, our authorized points of contact for Tahoe Donner will be the General Manager and the President. We will communicate with other staff members, directors, officers, or representatives when authorized to do so in writing by the General Manager or President.

The legal fees you will incur are based on the time spent on your matters, which will be billed hourly, in tenths of an hour. At the present time, I anticipate that myself and the following attorneys may become involved in providing legal services to Tahoe Donner. The hourly rate for each attorney will be as follows:

David F. Feingold	\$400	(General Counsel, Construction)
Matt Haulk	\$375	(General Counsel, Construction)



Ragghianti|Freitas LLP

Page 2 of 3

Riley Hurd III	\$425	(Land Use, Entitlements, Environmental)
Todd Smith	\$425	(Environmental, Regulatory Land Use)
Peter Spoerl	\$375	(Municipal Law, Governmental, Land Use)
Eric Sternberger	\$475	(Corporate, Business Strategies)
Sarah N. Léger	\$425	(Employment, Labor Law)

Current billing rates range from \$295 to \$475 per hour for other partners or associate attorneys, and \$95 to \$125 per hour for law clerks and paralegals, depending upon their level of experience and expertise. I will maintain these hourly rates through January 1, 2021, after which time, and annually thereafter, I reserve the right to review and adjust these rates. Each of the attorneys and staff members will maintain a time record of the services provided. You will receive a monthly statement showing the work performed and the dollar amount charged.

In addition, it may be necessary for me to incur additional expenses on your behalf for filing fees, deposition services, large copy jobs, lodging, and the like. These items will appear on your monthly statement as "Costs Advanced". Our office does not charge for in-house copying, faxing or word processing. If we use an outside service for copying, that cost will be passed on to you. I will coordinate with required experts and consultants; however, you will contract with them and be responsible for payments to them.

We agree not to charge for travel time to or from Tahoe Donner, and will work with you to coordinate in person meetings and site visits on dates and times that are convenient for you and us.

All bills are due in full upon receipt. Interest at the rate of 10% per annum shall be charged on balances not paid within thirty days of the invoice date. Should any bill remain unpaid after thirty (30) days, I reserve the right to suspend work on your matters until the account is paid in full.

Tahoe Donner has the right to terminate our representation at any time. We have the same right, subject to our obligation to give you reasonable notice to arrange alternative representation, and any required judicial approval. Upon any such termination and presentation of a final bill, all fees incurred, and costs advanced are due and payable immediately.

While we will do our very best to be successful on Tahoe Donner's behalf, nothing in this Agreement and nothing in our statements to you shall be construed as a promise or guaranty about the outcome of any specific legal matter. You also understand that we are not accountants or tax attorneys and you should consult with your tax professional regarding accounting and tax issues.



Ragghianti|Freitas LLP

Page 3 of 3

This Agreement will take effect when executed by you, but its effective date will be retroactive to the date we first provided services. After our representation of Tahoe Donner becomes inactive, we will retain your files for a period of two years, after which time we will retain the option to dispose of it. You may request a copy of your files at any time, at your cost.

We look forward to representing Tahoe Donner and I greatly appreciate your confidence in me and my office.

If this engagement letter meets with your approval, please date and sign in the space provided below and return it to me by electronic mail, or regular mail if that is more convenient.

Very truly yours,

David F. Feingold

I have read the foregoing and accept the above terms and conditions on behalf of the Tahoe Donner Association, Inc., and acknowledge receipt of a copy of this Agreement.

Dated: _____

Tahoe Donner Association, Inc.

By: _____

Charles Wu
Its: President

DFE/jlp

cc: Robin Bennett, Executive Project Manager