

JORGENSEN, SIEGEL, McCLURE & FLEGEL, LLP
ATTORNEYS AT LAW

1100 ALMA STREET, SUITE 210
MENLO PARK, CALIFORNIA 94025-3392
(650) 324-9300
FACSIMILE (650) 324-0227
www.jsmf.com

WILLIAM L. McCLURE
JOHN L. FLEGEL
DAN K. SIEGEL
DIANE S. GREENBERG
JENNIFER H. FRIEDMAN
MINDIE S. ROMANOWSKY
DAVID L. ACH
GREGORY K. KLINGSPORN
NICOLAS A. FLEGEL
KRISTINA A. FENTON
CARA E. SILVER

JENNIFER A. BEYERS
KIMBERLY B. SAMEK

OF COUNSEL
KENT MITCHELL
LEIGH F. PRINCE

RETIRE
JOHN D. JORGENSEN
MARGARET A. SLOAN

DECEASED
MARVIN S. SIEGEL
(1936 - 2012)
JOHN R. COSGROVE
(1931 - 2017)

July 29, 2019

VIA EMAIL: joshua@spmcclenahan.com

S.P. McClenahan Co., Inc.
Attn: Joshua McClenahan
1 Arastradero Road
Portola Valley, CA 94028

Re: Waiver of Conflict with Los Altos Hills County Fire District

Dear Joshua:

As S.P. McClenahan Co., a California Corporation and the McClenahan family are aware, Jorgenson, Siegel, McClure & Flegel, LLP ("Law Firm") represents S.P. McClenahan Co., and its associated entities ("McClenahan"), currently and over past decades. In addition, Law Firm represents members of the McClenahan family in their estate planning (incorporated in the definition of "McClenahan"). To the best of my knowledge, we have not represented McClenahan regarding the entering into of contracts with any fire districts or any other public agencies. Law Firm's representation has generally consisted of providing the following services:

1. Estate Planning;
2. Consultation with McClenahan's CPA and life insurance agent;
3. Advice on the transfer of ownership from one generation of the family to the next;
4. Advice on the potential purchase and purchase of other businesses in consultation with McClenahan's CPA; and
5. Drafting of Limited Liability Company operating agreements.

These services have been primarily provided by Diane S. Greenberg (Estate Planning) and William L. McClure (Corporate Advice). I do not believe that Dan K. Siegel or Jennifer A. Beyers have ever provided any legal services to McClenahan.

As you are also aware, and have previously consented to waive the conflict, first through Margaret S. Sloan and now through Dan K. Siegel and Jennifer A. Beyers, Law

Firm has represented the Los Altos Hills County Fire District ("LAHCFD") since the mid-1990s. The representation of LAHCFD concerns all aspects of the LAHCFD from governance and agenda assistance, reviewing contracts and documents, providing legal advice and referrals and participating in the LAHCFD's meetings.

LAHCFD has requested that Law Firm update the conflict waivers regarding McClenahan and the LAHCFD as the LAHCFD is presently considering awarding brush chipping and tree removal contracts. LAHCFD wishes to have Law Firm and specifically, Dan K. Siegel and Jennifer A. Beyers continue representing LAHCFD with regards to all aspects of the brush chipping and tree removal contracts, including, but not limited to preparing, negotiating, awarding and administering the contracts ("LAHCFD Matters"). I understand that McClenahan has separate counsel available should it wish to obtain advice concerning LAHCFD Matters. As Law Firm has not represented you on these LAHCFD Matters, Law Firm continues to believe there is no material impairment to the services and legal advice provided to you by Law Firm.

Under the Rules of Professional Conduct of the State Bar of California, Law Firm needs to obtain from you and the LAHCFD a written waiver of any actual conflict that arises out of Law Firm's representation of McClenahan in other matters and the LAHCFD in these LAHCFD Matters:

Rule 1.7 of the Rules of Professional Conduct of the California State Bar provides that an attorney/law firm shall not, without the informed written consent of each client, represent a client in a matter where the interests of such client may be adverse to the interests of another client of the attorney/law firm or where the interests of the clients actually conflict.

There is an actual conflict in our continuing representation of you as to other matters unrelated to the LAHCFD Matters and representing the LAHCFD with regard to LAHCFD Matters in that you have differing/competing interests as the service provider. What might benefit the LAHCFD in an agreement and enforcement thereof might be detrimental to McClenahan's interests and vice versa. It is Law Firm's duty to inform you of the actual conflict and obtain your informed written consent to the conflicting representation. Therefore, Law Firm is requesting written confirmation that you have no objection to our representing the LAHCFD in these LAHCFD Matters despite the actual conflict. As such, we cannot represent you in these LAHCFD Matters. If litigation between you and the LAHCFD were ever to occur pursuant to Rule 1.7, Law Firm could not represent you or the LAHCFD.

The risk of you signing this waiver is that Law Firm will not be able to provide advice to you regarding brush chipping or tree removal contracts with the LAHCFD. Advice that Dan and Jennifer provide to LAHCFD may result in terms which are advantageous to the LAHCFD, but not to McClenahan. This could include, but not be limited to payment terms, indemnity terms and insurance. It is possible that Law firm's advice could include

advice to the LAHCFD that a contract not be awarded to you or be terminated. In those situations, Law Firm, including Bill and me, would not be able to provide you with advice. In addition, additional expense could be incurred by McClenahan if separate counsel is needed for litigation as we would not be able to represent you in litigation regarding LAHCFD.

The above is in keeping with how services have been provided by Law Firm to you for decades. Law Firm has not provided advice to McClenahan on issues relating to contracting with the LAHCFD and will not do so in the future. Further, as you are aware, there has been a separation on how services have been provided by Law Firm. Bill McClure and I have handled the estate planning and corporate matters and Dan Siegel and Jennifer Beyers represent the LAHCFD. We keep these representations separate and Bill and I are not involved in matters regarding the award of LAHCFD contracts and Dan and Jennifer do not work on McClenahan matters. This letter confirms the prior practices and conflict waivers signed by McClenahan and continues those practices into the future.

Signing this conflict waiver does not preclude us from continuing to represent McClenahan, affiliated entities, and family members in other matters not related to the LAHCFD Matters as needed or requested, which of course we are happy to do.

If you are comfortable waiving the conflict to allow Law Firm to represent the LAHCFD in connection with the Matters, please sign the enclosed copy of this letter, scan it and return it to me via email or via fax. We will also request LAHCFD to execute a similar letter.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Sincerely,

/S/

Diane S. Greenberg

DSG:rr

cc: Via email only :

Dan K. Siegel, Esq.

J. Logan, Gen. Mgr

WAIVER OF CONFLICT

I have read the foregoing letter and understand that there may be conflicts of interest between S.P. McClenahan Co., a California Corporation and its associated entities and family members and the Los Altos Hills County Fire District in the representation of LAHCFD by Law Firm's representation of LAHCFD in matters concerning all aspects of the brush chipping and tree removal contracts, including, but not limited to preparing, negotiating, awarding and administering the contracts. We consent to having Law Firm represent only the LAHCFD regarding these LAHCFD Matters. We waive any conflict of interest occasioned by Law Firm representing LAHCFD in the LAHCFD Matters and representing S.P. McClenahan and other associated entities, and McClenahan family members in other matters unrelated to the LAHCFD Matters. We acknowledge if there were ever to be litigation between LAHCFD and McClenahan that Law firm could not and would not represent either McClenahan or LAHCFD.

Dated: _____

S.P. McClenahan Co., a California Corporation

By: _____ /S/

Print name

Its: _____
Title