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April 2, 2012

Shawn P. Tucker, Esquire  
Joseph P. Schoell, Esquire  
Drinker, Biddle, Reath LLP  
1100 N. Market St., Suite 1000  
Wilmington, DE 19801-1254

**RE: Proposed Contract for DSHA General Counsel Legal Services**

Dear Shawn & Joseph:

It is with great pleasure that the Delaware State Housing Authority (DSHA) awards the contract to provide General Counsel legal services to the firm of Drinker, Biddle, Reath LLP, at your proposed rates. Please sign all copies of the attached contract, retain one copy for your files, and return the remaining copies to Doug Croft.

If you have any questions, please let me know.

Sincerely,

ANAS BEN ADDI  
Director

AB:ajf

cc: Douglas S. Croft

Attachments

## AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES

Drinker, Biddle & Reath LLP ("Firm"), and the Delaware State Housing Authority ("Authority") agree as follows:

1. The Firm agrees to serve as General Counsel to DSHA and to perform all such legal duties as assigned by DSHA including: real estate financings, financing issues, land acquisitions, contract negotiations, payment/performance bond disputes, interpretation of State/Federal regulations, personnel, and others as they may arise, beginning April 1, 2012 and ending March 31, 2017; provided, however, this Agreement is subject to termination at will by the Authority, with or without cause.

2. The Firm will be compensated at the rates shown below:

	<u>Hourly Rate</u>
Partner	\$290
Associates	\$235
Paralegals	\$163
Support	\$ 85

### Flat Fees

Bond Issuance (Single Family) \$20,000

### HDF/Closings/Tax Credit

Construction	\$38,000
Permanent	\$20,000

Transitional services after termination of this Agreement relating to work not retained by the Firm shall be at the Firm's standard hourly rates, unless agreed otherwise by the parties.

3. The Firm agrees that it shall perform legal services as directed by DSHA and that DSHA shall have the right to receive copies of all documents, pleadings, etc. to monitor, direct and/or participate in the performance of legal services by Firm under this Agreement.

4. The Firm agrees that all documents, including but not limited to electronic documents such as agreements, spreadsheets, and e-mails, generated by it under this Agreement, including research and all legal work product, belong to DSHA, and upon written request will be provided to it. DSHA shall have the right to use any such legal work product or documents as it deems in its interest, without compensation to the Firm apart from the compensation earned under this Agreement. The Firm further agrees that DSHA shall have the right to provide any agency of State government such work product or documents and that the Firm shall have no right to any compensation for the use of such work product or documents by any agency of officer of the State. The Firm further agrees that to the extent this Agreement is terminated for any reason and the Firm deems it necessary to maintain copies of any documents as defined herein, the costs of