

**SECOND AMENDMENT
TO CONTRACT NUMBER 035-2021**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 035-2021 is entered into and effective as of January 21, 2025, ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and LATHAM, LUNA, EDEN & BEAUDINE, LLP ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 035-2021, dated October 1, 2021 ("Contract") wherein Service Provider agreed to provide or perform special counsel services. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for three years, beginning January 21, 2022, and ending January 20, 2025.
- C. Section C of the Contract provides that the Contract may be renewed for a three-year term.
- D. Florida Housing and Service Provider wish to renew the Contract for the three-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the three-year renewal term, beginning January 21, 2025, and ending January 20, 2028. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments. The Contract is hereby amended as follows.

1. Sub-item 8 is hereby added to Section M, Other Provisions:

8. The Service Provider attests, under penalty of perjury, that it does not use coercion for labor or services as defined Section 787.06, Fla. Stat.

2. Exhibit B, Item A.1., Single Family Bonds, is hereby deleted in its entirety and is replaced with the following:

1. Single Family Bonds

In connection with the issuance of Florida Housing's Single Family bonds, Florida Housing shall pay Special Counsel, acting as both special counsel and disclosure counsel, \$48,000 for bond issues.

| TABLE 1 SINGLE FAMILY BONDS | |
|--|----------|
| Fee for Disclosure/Special Counsel | \$48,000 |

3. Table 2, Multifamily Bonds, within Section A.2. of Exhibit B, is hereby deleted in its entirety and replaced with the following:

| TABLE 2 MULTIFAMILY BONDS | | | |
|--------------------------------------|--|--|--|
| Size of Bond Issue | Fee for Disclosure Counsel (Private Placement) | Fee for Disclosure Counsel (Public Offering) | Fee for Special/ Real Estate Counsel |
| Up to \$15,000,000 | \$20,000 | \$30,000 | \$45,000 |
| \$15,000,001- \$25,000,000 | \$20,000 plus \$.875/\$1,000 of bond amount over \$15,000,000 | \$30,000 plus \$.875/\$1,000 of bond amount over \$15,000,000 | \$45,000 plus \$.875/\$1,000 of bond amount over \$15,000,000 |
| \$25,000,001 and above | \$28,750 plus \$.65025/\$1,000 of bond amount over \$25,000,000 | \$38,750 plus \$.65025/\$1,000 of bond amount over \$25,000,000 | \$53,750 plus \$.65025/\$1,000 of bond amount over \$25,000,000 |

4. Table 3, Non-Bond Transactions, within section A.3. of Exhibit B, is hereby deleted in its entirety and replaced with the following:

| TABLE 3 NON-BOND TRANSACTIONS | |
|---|----------------------------|
| Florida Housing Program | Fee per Transaction |
| Viability (9% HC and 4% HC stand-alone deals, not affiliated with other Florida Housing loans) under RFA 2023-211 | \$20,000 |
| SAIL Program/ELI | \$20,000 |
| 9% HC only with Supplemental Loan Program | \$20,000 |
| RRLP | \$20,000 |
| NHTF Program | \$20,000 |
| HOME Program (multi/single family) | \$20,000 |
| CDBG-DR | \$20,000 |
| Local bonds with one Florida Housing program | \$30,000 |
| Demonstration Loans | \$10,000 |
| Easement Approval | \$750* |
| Land Use Restriction Agreement Amendments | \$1,000* |
| Subordination Requests | \$2,000* |
| Hourly Fee – Senior Partners and Principals | \$350 |
| Hourly Fee – Other Partners and Principals | \$300 |
| Hourly Fee – Senior Associates or Of Counsel | \$250 |
| Special Assets | Hourly Rate |
| Other Supplemental Financing** | TBD |

* These are minimum fees and shall be increased, depending on the complexity of the transaction. Fees, other than minimum fees, will be determined by Florida Housing after discussion and negotiation between Florida Housing and Special Counsel based on an assessment of the amount of work required of Special Counsel for the transaction.

** Florida Housing reserves the right to negotiate fees for new programs, one-time use or for new types of Special Counsel services as they arise.

5. Exhibit B, Items B.2 and 3, are hereby deleted in their entirety and replaced with the following:

2. Following the commencement of each transaction in which Special Counsel performs services pursuant to this Contract, in the event any such transaction is (a) granted an extension to close or is otherwise delayed beyond the originally scheduled closing date; (b) restructured from the original structure approved by the Board, or (c) re-underwritten or its underwriting is materially changed prior to closing, and as a result, Special Counsel is required to (i) redraft or substantially revise documentation previously drafted; (ii) draft new documentation; (iii) re-review due diligence previously reviewed and/or review new due diligence, or (iv) perform additional services, in connection with any such transaction, Special Counsel shall be entitled to an increase of the applicable fees set forth in this Exhibit, in an amount not to exceed seventy five percent (75%) of the applicable fees on any such transaction, as jointly determined by Special Counsel and Florida Housing and approved in writing by the applicable Program Director or Managing Director.

3. For bond or loan transactions that involve GSEs or federal lenders, Special Counsel acting as real estate counsel shall be entitled to an increase in the applicable fees set forth in this Exhibit, in an amount not to exceed fifty percent (50%) of the applicable fees on any such transaction, as jointly determined by Special Counsel and Florida Housing and approved in writing by the applicable Program Director or Managing Director.

6. Exhibit C, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards is hereby created and appended to this Contract.

EXHIBIT C

2 CFR APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702

of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

D. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.


3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT to Contract Number 035-2021, by a duly authorized representative, effective as of the Effective Date.


LATHAM, LUNA, EDEN & BEAUDINE, LLP

By: 
Name/Title: Jan Albanese Carpenter
Partner

Date: 1-13-25

FEIN: 59-3366512

FLORIDA HOUSING FINANCE CORPORATION

By: 
Name/Title: Angeliki G. Sellers, CFO

Date: 01/15/2025

**FIRST AMENDMENT
TO CONTRACT NUMBER 035-2021**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 035-2021 is entered into and effective as of the date the last party signs, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and LATHAM LUNA EDEN & BEAUDINE, LLP (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 035-2021, dated October 1, 2021, (“Contract”) wherein Service Provider agreed to provide or perform special counsel services. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract is for three years, beginning January 21, 2022, and ending January 20, 2025.
- C. Florida Housing and Service Provider wish to amend the Contract, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date: Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Amendments. The Contract is amended as follows:

- 1. Sub-item 7 is hereby added to Section M, Other Provisions:
 - 7. The Service Provider attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.
- 2. Table 3, Non-Bond Transactions, within section A.3. of Exhibit B, is hereby deleted in its entirety and replaced with the following:

**TABLE 3
NON-BOND TRANSACTIONS**

| Florida Housing Program | Fee per Transaction |
|---|----------------------------|
| Viability (9% HC and 4% HC stand-alone deals, not affiliated with other Florida Housing loans) under RFA 2023-211 | \$17,500 |
| SAIL Program | \$12,500 |
| ELI | \$6,500 |
| 9% HC only with Supplemental Loan Program | \$12,500 |
| NHTF program | \$12,500 |
| HOME program (multi/single family) | \$7,500 |
| PLP (non-acquisition) | \$2,500 |
| PLP (acquisition) | \$5,000 |
| Demonstration Loans | \$5,000 |
| EHCL | \$5,000 |
| Easement Approval | \$350* |
| Land Use Restriction Agreement Amendments | \$500* |
| Subordination Requests | \$500* |
| Hourly Fee – Senior Partners and Principals | \$275 |
| Hourly Fee – Other Partners and Principals | \$195 |
| Hourly Fee – Senior Associates | \$165 |
| Special Assets | Hourly Rate |
| Other Supplemental Financing** | TBD |

C. General Terms and Conditions.

1. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

2. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

3. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

4. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 035-2021, by a duly authorized representative, effective as of the Effective Date.

LATHIAM LUNA EDEN & BEAUDINE, LLP

By:  _____

Name/Title: Partner Jan Albanese Carpenter

Date: 11-8-23

FEIN: 59-3366512

FLORIDA HOUSING FINANCE CORPORATION

By:  _____

Name/Title: CFD Angeliki G. Sellers

Date: 11-13-23

Approved as to form and legal sufficiency, subject only to the full and proper execution by the Parties

OFFICE OF THE GENERAL COUNSEL
FLORIDA HOUSING FINANCE CORPORATION

By:  _____

Name: ESTHLAN KATT

Date: 11/9/23

**CONTRACT FOR
SPECIAL COUNSEL SERVICES BETWEEN
FLORIDA HOUSING FINANCE CORPORATION
AND
LATHAM, LUNA, EDEN & BEAUDINE, LLP.**

This Contract for Special Counsel Services, 035-2021 (Contract) is entered into by and between the FLORIDA HOUSING FINANCE CORPORATION (Florida Housing), a public corporation and a public body corporate and politic, with headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, and LATHAM, LUNA, EDEN & BEAUDINE, LLP. (Special Counsel), located at 201 S. Orange Avenue, Suite 1400, Orlando, FL 32801. Upon execution by both parties, this Contract shall become effective January 21, 2022 or the date the last party signs, whichever is later (Effective Date).

RECITALS

- A. Special Counsel represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide Special Counsel Services identified herein and offers to perform those services described in Exhibit A, attached hereto and incorporated herein.
- B. Florida Housing has a need for such services and does hereby accept the offer of Special Counsel upon the terms and conditions outlined in this Contract.
- C. Florida Housing has the authority pursuant to Florida law to direct disbursement of funds for compensation to Special Counsel under the terms and provisions of this Contract.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. ATTACHMENTS

This Contract has the following attachments, which are incorporated herein:

- Exhibit A, Scope of Services
- Exhibit B, Compensation

B. ENGAGEMENT OF SPECIAL COUNSEL

Special Counsel agrees to provide services in accordance with the terms and conditions hereinafter set forth. Special Counsel agrees to perform the services set forth in Exhibit A, and as otherwise stated in this Contract. Special Counsel understands and agrees that all

services under this Contract are to be performed solely by Special Counsel, and may not be subcontracted or assigned without the prior written approval and consent of Florida Housing.

C. TERM OF CONTRACT

The initial term of this Contract shall be for three years from January 21, 2022. If the parties mutually agree in writing, the Contract may be renewed once for an additional three-year period. Renewals are at the discretion of Florida Housing, and shall be contingent upon satisfactory performance evaluations by Florida Housing.

D. MODIFICATION OF CONTRACT

Either party may request a modification of the provisions of this Contract. Modifications that are mutually agreed upon shall be valid only when reduced to writing and signed by the parties.

E. INVOICES

Within 30 days of service provision, each statement for fees and costs shall be submitted to the applicable Program Director or to the General Counsel (for litigation matters). Also, invoices for post-closing work such as easement review or amendments to documents may be submitted directly to the Borrower for payment with a copy to the Florida Housing Program Director in a format that includes, at a minimum, the following information:

1. Case name and number, if applicable, or other legal matter reference;
2. Invoice number and date;
3. Special Counsel taxpayer identification number;
4. Special Counsel and Florida Housing contract administrators' names;
5. Inclusive dates of the month covered by the invoice;
6. Itemization of the date(s) of service; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable Florida Housing to evaluate the services rendered and costs; the person(s) and their staff level who performed the services for each day during which Special Counsel performed work; their hourly rate (if hourly), and any billing rate that is for some reason different from the one furnished, e.g., travel at a reduced hourly rate. The foregoing shall apply only in matters, which are billed on an hourly basis under the Contract. For all matters, which are subject to the fixed fee arrangements in the Contract, a short description of the services rendered, the matter name, and the fixed fee amount shall be provided;

7. A listing of all invoiced costs to be accompanied by copies of actual receipts;

8. The total of only the current invoice. Prior balances or payment history should be shown separately, if at all;

9. A certification statement, signed by the Special Counsel's contract manager that reads, "I certify that all costs and fees claimed for payment are accurate, and were performed in furtherance of the Contract between Latham, Luna, Eden & Beaudine, LLP. and Florida Housing"; and,

10. Any other information as may be requested by Florida Housing's contract administrator or authorized agent.

Special Counsel shall submit invoices to the appropriate program contact person in Section J, Administration of Contract. Each invoice for fees shall be in a format that is clearly itemized so that the invoice states the specific services performed and when and where the services were performed. Payment of an undisputed invoice shall be made within a reasonable period of time not to exceed 30 days after receipt of the invoice. If the Special Counsel is found to be in non-compliance with Florida laws, federal laws, Florida Housing rules or Florida Housing policies governing its duties hereunder, or fails to perform its duties hereunder, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing.

F. FEES/COSTS

Special Counsel shall be compensated as described in Exhibit B.

G. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of Special Counsel, its agents, its servants, or employees, and Special Counsel specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

2. This Contract is executed on behalf of Florida Housing by the signatory only in his or her designated capacity as representative and on behalf of Florida Housing. Such individual shall neither have nor incur any individual or personal responsibility or liability under this Contract as a result of such execution.

3. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

4. Special Counsel, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this Contract, Special Counsel shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. Special Counsel remains responsible for all applicable federal, state, and local taxes, and all FICA and Medicare contributions.

5. Special Counsel shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, Special Counsel shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

6. Special Counsel specifically accepts responsibility for payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by Special Counsel, if any, in conjunction with the services rendered pursuant to this Contract. At no time shall Special Counsel make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

7. Special Counsel shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of this Contract by Special Counsel.

H. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with Special Counsel or assign any future transaction to Special Counsel shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with Special Counsel as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include Special Counsel in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

a. If any report, information or representation provided by Special Counsel in this Contract is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by Special Counsel in this Contract

or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

c. If Special Counsel fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;

d. If, in the sole discretion of Florida Housing, Special Counsel has failed to perform or complete any of the services identified in the attachments;

e. If Special Counsel has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If Special Counsel has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;

g. If Special Counsel does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;

h. If Special Counsel commits fraud in the performance of its obligations under this Contract; or

i. If Special Counsel refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default), delivered by courier service or electronic mail to the address set forth in Section J, Administration of Contract, herein.

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide Special Counsel a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify Special Counsel of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if Special Counsel is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:

a. Florida Housing may terminate the Contract on the tenth (10th) day after Special Counsel receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;

b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;

c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Special Counsel to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising Special Counsel to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring Special Counsel to reimburse Florida Housing for the amount of costs incurred; or

d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

I. TERMINATION

1. Florida Housing may terminate the contract, without cause, at any time upon ten (10) days written notice delivered by courier service or electronic mail to Special Counsel at the address set forth in Section J, Administration of Contract, herein.

2. Special Counsel may terminate this Contract, without cause, at any time upon ninety (90) days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, set forth in Section J, Administration of Contract, herein. Special Counsel shall be responsible for all costs arising from the resignation of Special Counsel and the costs associated with the appointment of and transition to a successor Special Counsel.

J. ADMINISTRATION OF CONTRACT

1. Florida Housing's contract administrator for this Contract is:

Contract Administrator
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Contract.Admin@floridahousing.org

2. The Florida Housing contact for administrative or financial issues is:

Angie Sellers
Chief Financial Officer
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Angie.Sellers@floridahousing.org
or the designated successor.

3. The Florida Housing contact for legal issues is:

Hugh R. Brown
General Counsel
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Hugh.Brown@floridahousing.org
or the designated successor.

4. Special Counsel's contract administrator for this Contract is:

Jan Albanese Carpenter, Esq.
Partner
Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Office: 407-481-5872
E-mail: jcarpenter@lathamluna.com
or the designated successor.

5. All written approvals referenced in this Contract shall be obtained from the parties' contract administrator or their respective designees.
6. All notices shall be given to the parties' contract administrator.

K. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES

1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Special Counsel in connection with this Contract is subject to the provisions of Section 119.01-

.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Special Counsel represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., Special Counsel will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when Special Counsel is acting on behalf of Florida Housing.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Corporation Clerk at:

**Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org**

2. Confidentiality

a. If Special Counsel asserts that any information or materials intended to be delivered or provided under this Contract constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made in writing to Florida Housing's Contracts Administrator upon submitting them to Florida Housing.

b. It is Special Counsel's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing.

c. In the case of work product furnished to Florida Housing pursuant to this Contract that is confidential, Special Counsel will treat such materials as confidential and will not reveal or discuss such materials or any other information learned as a result of this Contract with any other person or entity, except as authorized or directed by Florida Housing.

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

e. If Special Counsel is required to disclose or publish the existence or terms of transactions under this Contract pursuant to Florida's Public Records Law, then Special Counsel shall notify Florida Housing in writing of such disclosure within two (2) days after receipt of the Public Records request.

3. Copyright, Patent and Trademark

a. If Special Counsel brings to the performance of this Contract a pre-existing copyright, patent or trademark, Special Counsel shall retain all rights and

entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.

b. If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, Special Counsel shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, Special Counsel shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into, by Special Counsel, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

4. Files

a. Contents of the Files: Special Counsel shall maintain files containing documentation to verify all compensation to Special Counsel in connection with this Contract, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Special Counsel in connection with this Contract. Special Counsel shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Contract.

b. Retaining the Files: Special Counsel shall maintain these files for five years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

c. Access to the Files: Upon reasonable notice, Special Counsel and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

d. Return of the Files: In the event this Contract is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other

products prepared by or for Special Counsel under this Contract shall be submitted to Florida Housing within 15 days of such termination at the expense of Special Counsel.

L. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If Special Counsel or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, Special Counsel shall provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Special Counsel shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors, and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.

2. If Special Counsel or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Contract, Special Counsel shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Special Counsel does not carry stand-alone cyber liability coverage, Special Counsel agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Contract.

3. Special Counsel agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.

4. Special Counsel agrees to maintain reasonable network security at all times that, at a minimum, includes a network firewall.

5. Special Counsel agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g., Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Special Counsel agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

6. Special Counsel agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g., HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.

7. If Special Counsel reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.

8. In the event of a breach of PII or other sensitive data, Special Counsel must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, Special Counsel must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Special Counsel's corrective action plan; and the timelines associated with the corrective action plan.

M. OTHER PROVISIONS

1. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall lie in Leon County.

2. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Special Counsel shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by Special Counsel. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

3. Any power of approval or disapproval granted to Florida Housing under the terms of this Contract shall survive the terms and life of this Contract as a whole.

4. The Contract may be executed in any number of counterparts, any one of which may be taken as an original.

5. Special Counsel understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

6. Special Counsel understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

N. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this Contract may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. Special Counsel further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this Contract.

O. LEGAL AUTHORIZATION

Special Counsel certifies with respect to this Contract that it possesses the legal authority to enter into this Contract and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Contract with all covenants and assurances contained herein. Special Counsel also certifies that the undersigned possesses the authority to legally execute and bind Special Counsel to the terms of this Contract.

P. PUBLIC ENTITY CRIME

Pursuant to Section 287.133(2)(a), Fla. Stat.: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

Any contract in violation of this provision shall be null and void.

Q. CONFLICTS OF INTEREST

1. Pursuant to Section 420.512(5), Fla. Stat.:

Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

- (a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to

provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

- (c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.
- (d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.
- (e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.
- (f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider.

2. Section 420.503(33), Fla. Stat., states:

'Prohibited business solicitation communication' means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

- (a) A verbal communication made on the record during a public meeting;
- (b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;
- (c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.
- (d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a

competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.

3. By executing this contract, Special Counsel certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

4. In addition to the conflict of interest rules imposed by the Florida Statutes, should Special Counsel become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this Contract and prior to the conclusion of the Contract, Special Counsel will provide an e-mail notification to Florida Housing's Contract Administrator within 10 working days. If Florida Housing, in its sole discretion, finds Special Counsel to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this Contract shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with Special Counsel or assign any future transaction to Special Counsel shall, if Florida Housing so elects, terminate.

R. ENTIRE AGREEMENT

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between the parties. This Contract supersedes all previous oral or written communications, representations or agreements on this subject.

S. SEVERABILITY

If any provision of this Contract is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Contract.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Contract Number 035-2021, each through a duly authorized representative, effective January 21, 2022.

LATHAM, LUNA, EDEN & BEAUDINE, I.L.P

By: 

Name/Title: Jan Carpenter / Partner-Shareholder

Date: Sept 30, 2021

FEIN: 59-3366-512

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Hugh R. Brown/General Counsel

Date: 10-1-21

EXHIBIT A
SCOPE OF SERVICES

A. Florida Housing hereby retains Special Counsel to act as Florida Housing's disclosure counsel and real estate counsel, as appropriate for the transaction, in all bond-related activities and transactions involving Florida Housing's Guarantee Program, including the sale of capitalizing bonds, with the exception of those services separately provided by Florida Housing's bond counsel. From time-to-time Special Counsel shall provide general legal representation and, in that regard, Special Counsel agrees to provide Florida Housing with such legal assistance and counseling as may be requested by Florida Housing and which Special Counsel has the ability to provide.

B. Special Counsel is expected to employ or associate such persons as may be required to assist Special Counsel in providing appropriate legal services. Special Counsel will assign counsel whose areas of competence and substantive practice/performance include:

1. Florida Administrative Procedure Act;
2. Florida Public Records Act;
3. Florida Ethics Code for Public Officials;
4. Florida Government in the Sunshine Provisions;
5. Florida Procurement Law;
6. Florida Appropriations Law;
7. Federal/Florida Constitutional Law (separation of powers clause, due process clause, equal protection clause, state bonding clause);
8. Laws and Rules governing appearances before the Cabinet and the Florida Legislature;
9. Representation of the Corporation, Board of Directors of Florida Housing and Florida Housing staff at depositions, proceedings before Federal and State courts, and administrative proceedings;
10. Advise the Board of Directors of Florida Housing when the General Counsel represents Florida Housing;
11. State and Federal Labor Law for public and private sectors;
12. Appellate Law;
13. Loan closings;

14. Special Assets Loan closings, including but not limited to:
 - a. Modifications;
 - b. Assumptions;
 - c. Releases and terminations;
 - d. Real Estate document preparation and closings; workouts; and
 - e. Housing Credit qualified contracts.
 15. Multifamily or commercial cases involving:
 - a. Receivership actions;
 - b. Foreclosures;
 - c. Lender liability claims; and
 - d. Relief from bankruptcy stays in Chapter 11 cases;
 16. HUD Risk Sharing;
 17. State and Federal laws and regulations regarding affordable housing and related issues;
 18. Issuance of multifamily and single family mortgage revenue bonds;
 19. State and Federal civil litigation experience;
 20. Informal and formal administrative hearings, rulemaking and rule challenges;
 21. Legislative drafting and appearances before the Florida Legislature;
 22. Drafting appellate briefs;
 23. Handling oral arguments before state and federal courts; and,
 24. Real Estate document preparation; closings; workouts; and housing credit qualified contracts.
- A. Special counsel will also perform the following services, as requested:
1. Act as Disclosure counsel:
 - a. Prepare the preliminary and final official statements for any bond:
 - b. Provide the 10b-5 “Opinion” with respect to the preliminary and final official statements:
 - c. Review rating agency presentations and investor presentations for consistency with Official Statement and for compliance reasons;
 - d. Review due diligence questions and advise Florida Housing on responses to due diligence questions from underwriters:
 - e. Participating, as requested, in due diligence, working group meetings and discussions with various parties;

f. Consult with Florida Housing officials and staff regarding matters relating to continuing disclosure requirements, specifically by Securities and Exchange Commission Rule 15c2-12 (the “Rule”).

g. Disclosure Counsel Responsibilities with respect to continuing disclosure shall include the following:

i. Assist with the determination of whether an action, activity or event constitutes a “material event”, as defined in the Rule, and preparing the appropriate disclosure of such material event;

ii. Assist with the review of the compilation by Florida Housing of the “annual financial information” needed to comply with the Rule and any current continuing disclosure statement;

iii. Review Florida Housing’s audited financial statements for purposes of confirming compliance with the Rule and any current continuing disclosure agreements; iv. Assist Florida Housing in the preparing of a disclosure, if any, of any material failure by Florida Housing to comply with the Rule;

iv. Keep Florida Housing informed of rulings issued by Federal and State regulatory agencies, such as the U.S. Securities and Exchange Commission and Municipal Securities Rulemaking Board, that impact the County’s disclosure practices, and be proactive in ensuring the County is in compliance with all disclosure requirements; and

v. Review post-issuance best practices relating to tax compliance and provide guidance with respect to Internal Revenue Services (IRS) general inquiries.

2. Act as Bond Issuer’s counsel;

3. Act as Real Estate Counsel;

4. Advise the Board of Directors of Florida Housing when the General Counsel’s office represents Florida Housing staff;

5. Render legal opinions as appropriate;

6. Draft and/or review the preparation of all program documents used in connection with the single family, multifamily and Guarantee Fund financings;

7. Provide assistance and advice with respect to bonds already outstanding; and,

8. Provide assistance and advice with respect to bonds which the Respondent has provided legal opinions as long as the bonds and/or loans are outstanding.

C. Special Counsel will be expected to attend meetings of Florida Housing's Board and its subcommittees when requested. Without prior agreement, Special Counsel may not delegate key legal functions (such as court appearances) to another member of the firm.

D. Special Counsel, and members and staff of Special Counsel's firm, shall be expected to attend seminars and other educational activities beneficial to Florida Housing, and to maintain library resources necessary for the proper representation of Florida Housing at the sole expense of Special Counsel.

E. Special Counsel shall keep Florida Housing advised of any and all changes or proposed changes in applicable state or federal laws, including regulations and tax matters that could affect Florida Housing's operations related to bond activities.

F. Special Counsel shall represent Florida Housing at any real estate closing to which it is assigned in which Florida Housing is a party to the transaction.

G. Special Counsel shall obtain documentation for county bond allocations if required in any bond transaction.

H. Special Counsel shall, upon Florida Housing's request, or when otherwise required, represent Florida Housing in hearings related to the Tax Equity and Fiscal Responsibility Act (TEFRA) for bond transactions.

I. Special Counsel shall also represent Florida Housing, at Florida Housing's request, in connection with the Housing Credit Program, State Apartment Incentive Loan Program (SAIL), Guarantee Program, HOME Investment Partnership Program, Predevelopment Loan Program (PLP), Elderly Housing Community Loan Program (EHCL), and Homeownership Assistance Program (HAP), loan transactions, and such other matters as Florida Housing shall request. Special Counsel shall give priority to Florida Housing in providing services to its clients (to the extent permissible under the Florida Bar Rules).

J. The legal services provided by Special Counsel, acting in the capacity of real estate counsel for pending bond transactions shall include the following:

1. Review of all documents to which Florida Housing is a party in connection with the transactions;
2. Participation in the drafting of loan and mortgage documents and structuring of the transaction including review of credit enhancement or private placement security documents;
3. Delivery of any legal opinions ordinarily requested of issuer's counsel in similar transactions, other than opinions with respect to the offering document;

4. Assistance and advice in connection with any validation proceedings (to the extent not undertaken by Bond Counsel);

5. Attendance at, and participation in, all meetings and teleconferences in connection with the transaction, including the closing, if required; and;

6. Preparation and participation in all other aspects typical of issuer's counsel in similar transactions.

K. Legal services provided by Special Counsel acting in the capacity of disclosure counsel for pending bond transactions shall include the following:

1. Drafting the offering documents in connection with the issuance of the bonds;

2. Attendance at, and participation in, all meetings and teleconferences necessary to complete the offering documents and conduct the necessary due diligence in connection therewith;

3. Assistance and advice in connection with matters relating to the offering of the bonds; and,

4. Delivery of the ordinary and customary SEC 10(b)-5 disclosure opinion of issuer's counsel with respect to the offering documents with a reliance letter to the bond underwriter.

L. Real estate representation for loan closings, shall include the following legal services:

1. The provision of owner's and mortgagee's title policies, where requested. Special Counsel shall issue title insurance on all multifamily projects when requested by the borrower. In the event the borrower desires not to have such title insurance issued by Special Counsel, Special Counsel shall review the title insurance commitment, all endorsements and the final policy produced by the borrower on all multifamily projects;

2. Drafting of loan documents and the review of all real estate matters in connection with a loan transaction, including comments on real estate portions of any documents to be entered into by Florida Housing;

3. Attendance at, and participation in, all meetings and teleconferences necessary to complete the foregoing, including the closing, if necessary; and,

4. Reconciliation of all permitting and environmental problems.

M. Post-closing representation shall include all inquiries, research, and opinions relating to the interpretation of bond or real estate documents in a closed transaction, and the remarketing or restructuring of real estate transactions in a closed bond transaction.

N. Special Counsel shall prepare and deliver transcripts of all documents executed in conjunction with a real estate transaction, including recorded documents, within ninety (90) days of closing, unless given a deadline extension by Florida Housing.

O. Special Counsel shall prepare and deliver all documents executed in conjunction with a bond real estate transaction, including recorded documents, to bond counsel to be included within the bound transcripts within ninety (90) days of bond closing, unless given a deadline extension by Florida Housing.

P. Litigation services shall be provided by Special Counsel and shall include court action or administrative proceedings in defense of Florida Housing, or instituted at the direction of Florida Housing. Special Counsel shall also advise Florida Housing regarding potential liability or risk of loss to Florida Housing in connection with court actions, administrative proceedings, or proceedings with other tribunals against developers receiving bond or housing credit allocations from Florida Housing or local housing authorities.

Q. Other Services to be provided by Special Counsel may include, but are not limited to, the following:

1. Legislative matters;
2. Administrative procedure and rulemaking matters;
3. Employment and personnel matters;
4. Ethics and public disclosure matters;
5. Florida Housing policy and its relationship with the Florida Department of Economic Opportunity;
6. Preparation and review of Florida Housing contracts, loan documents and other agreements;
7. Representation with regard to banking and credit issues;
8. Representation with regard to environmental issues;
9. Representation with regard to land use issues; and,
10. Such other matters of consultation as Florida Housing may designate.

**EXHIBIT B
COMPENSATION**

A. FEES

The Special Counsel shall be compensated as follows.

1. Single Family Bonds

In connection with the issuance of Florida Housing’s Single Family bonds, Florida Housing shall pay Special Counsel, acting as both special counsel and disclosure counsel, \$40,000 for bond issues.

| TABLE 1 SINGLE FAMILY BONDS | |
|--|----------|
| Fee for Disclosure/Special Counsel | \$40,000 |

2. Multifamily Bonds

In connection with the issuance of Florida Housing’s Multifamily Bonds, Special Counsel, whether serving as Special Counsel or as disclosure counsel, in bond transactions (other than remarketing issues), shall be paid the following fees:

| TABLE 2 MULTIFAMILY BONDS | | |
|--------------------------------------|---|---|
| Size of Bond Issue | Fee for Disclosure Counsel | Fee for Special/ Real Estate Counsel |
| Up to \$15,000,000 | \$20,000 | \$30,000 |
| \$15,000,001-\$25,000,000 | \$20,000 plus \$.875/\$1,000 of bond amount over \$15,000,000 | \$30,000 plus \$.875/\$1,000 of bond amount over \$15,000,000 |
| \$25,000,001 and above | \$28,750 plus \$.65025/\$1,000 of bond amount over \$25,000,000 | \$38,750 plus \$.65025/\$1,000 of bond amount over \$25,000,000 |

a. Florida Housing may withhold \$2,500 of Special Counsel’s fee at closing when providing real estate representation. Florida Housing shall release the withheld fees when it has received the transcripts including recorded documents from Special Counsel.

b. In the event of a simultaneous bond issuance of more than a single series of bonds pertaining to the same borrower and utilizing identical or substantially identical financing structures and documentation, Florida Housing shall pay

Special Counsel in its capacity as disclosure counsel for Florida Housing a fee determined on an aggregate basis for the total amount of the simultaneous bond issuance and not computed on each individual bond issuance. Florida Housing shall also pay Special Counsel in its capacity as disclosure counsel for Florida Housing an additional increment for each separately documented series or issue simultaneously delivered in an amount determined by Florida Housing, after discussions and negotiations between Florida Housing and Special Counsel, based on an assessment of the amount of work required by Special Counsel in the commitment relating to such issuance.

c. In the event a bond transaction is commenced but not closed, the payment of any fee to Special Counsel for legal services, as Florida Housing’s real estate counsel, general corporation representative and as disclosure counsel, shall be subject to the availability of funds from any forfeited deposit in conformity with Florida Housing policy.

d. For re-marketings, Special Counsel fees in pending bond transactions, shall be negotiated based on the complexity of the transaction.

e. For workouts and bond restructurings not including a bond issuance, the fees to be charged to and paid by the borrower/developer (or by Florida Housing in cases where there is no separate borrower/developer) for the services performed by Special Counsel on behalf of Florida housing, including all post-closing representation, shall be negotiated on a case-by-case basis.

3. Non-Bond Transactions

| TABLE 3 NON-BOND TRANSACTIONS | |
|---|----------------------------|
| Florida Housing Program | Fee per Transaction |
| SAIL Program | \$12,500 |
| ELI | \$6,500 |
| 9% HC only with Supplemental Loan Program | \$12,500 |
| NHTF program | \$12,500 |
| HOME program (multi/single family) | \$7,500 |
| PLP (non-acquisition) | \$2,500 |
| PLP (acquisition) | \$5,000 |
| Demonstration Loans | \$5,000 |
| EHCL | \$5,000 |

| | |
|---|-------------|
| Easement Approval | \$350* |
| Land Use Restriction Agreement Amendments | \$500* |
| Subordination Requests | \$500* |
| Hourly Fee – Senior Partners and Principals | \$275 |
| Hourly Fee – Other Partners and Principals | \$195 |
| Hourly Fee – Senior Associates | \$165 |
| Special Assets | Hourly Rate |
| Other Supplemental Financing** | TBD |

* These are minimum fees and shall be increased, depending on the complexity of the transaction. Fees, other than minimum fees, will be determined by Florida Housing after discussion and negotiation between Florida Housing and Special Counsel based on an assessment of the amount of work required of Special Counsel for the transaction.

** Florida Housing reserves the right to negotiate fees for new programs, one-time use or for new types of Special Counsel services as they arise.

B. COMPENSATION

1. The fees set forth in this Exhibit shall be subject to increase by mutual written agreement of the parties hereto in the event Special Counsel shall draft initial loan documents for any program (including programs not created as of the date of this Contract, programs created but for which documents have not yet been drafted and existing programs amended as a result of statutory or regulatory changes). Such increased fees may be paid by Florida Housing, the Borrower or any combination thereof, in Florida Housing's sole discretion.

2. Following the commencement of each transaction in which Special Counsel performs services pursuant to this Contract, in the event any such transaction is (a) granted an extension to close or is otherwise delayed beyond the originally scheduled closing date; (b) restructured from the original structure approved by the Board, or (c) re-underwritten or its underwriting is materially changed prior to closing, and as a result, Special Counsel is required to (i) redraft or substantially revise documentation previously drafted; (ii) draft new documentation; (iii) re-review due diligence previously reviewed and/or review new due diligence, or (iv) perform additional services, in connection with any such transaction, Special Counsel shall be entitled to an increase of the applicable fees set forth in this Exhibit, in an amount not to exceed seventy five percent (75%) of the applicable fees on any such transaction, as jointly determined by Special Counsel and Florida Housing and approved in writing by the applicable Program Director.

3. For bond or loan transactions that involve GSES or federal lenders, Special Counsel acting as real estate counsel shall be entitled to an increase in the applicable fees set forth in this Exhibit, in an amount not to exceed fifty percent (50%) of the applicable fees on any such transaction, as jointly determined by Special Counsel and Florida Housing and approved in writing by the applicable Program Director.

4. Routine expenses such as phone calls, routine postage, copy work, local travel expenses, printed library materials, local courier, word processing, clerical, or secretarial services are overhead and shall not be separately compensated by Florida Housing. However, such expenses, including transcript costs, mailings, and other “routine expenses” shall be reimbursed by Borrowers in connection with multifamily loan closings. Such charges shall be supported by usage logs, invoices or similar documentation. Copy costs shall be reimbursed at \$.15 per page.

5. Non-routine office overhead expenses such as long-distance courier services, bulk mailings, bulk third-party copying, blueprints, photographs, and computer-assisted legal research services must be justified to Florida Housing and may be reimbursed by Florida Housing based on documented third-party vendor charges. In-house bulk mailings, photocopying, and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges shall not be reimbursable.

6. Special Counsel shall only bill Florida Housing for a proportionate share of the cost of legal research, attending hearings, or engaging in client representation of any type, if such work is applicable to other clients.

C. OTHER AVAILABLE SERVICES

Upon receiving approval from Florida Housing, Special Counsel shall use existing Florida Housing contracts when available and cost effective to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

D. SPECIAL CONDITIONS

1. Special Counsel shall make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff required by task, and all other actions to improve efficiency.

2. Multiple staffing at meetings, hearings, depositions, trials, etc., by Special Counsel shall not be compensated without prior written approval from Florida Housing.

3. Special Counsel agrees that all documents shall be promptly returned at the termination of Special Counsel's involvement in the case or matter at hand, if requested.

4. Special Counsel shall provide immediate notice by e-mail or telephone call regarding significant case developments, which may result in media inquiries.

E. INVOICES IN EXCESS OF NORMAL AND CUSTOMARY RATES

Florida Housing reserves the right to reject reimbursement requests for expenses that are deemed "in excess" and/or above fair and customary rates.

F. TRAVEL

All requests for travel reimbursements shall be done in accordance with Florida Housing's travel policy and any expenses deemed 'in excess' must have a reasonable, pre-approved justification in order to be considered for reimbursement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK