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Suite 1101	Suite 770
Boston, MA 02110	Washington, DC 20005
T 617.224.0600	T 202.926.3400
F 617.224.0601	F 202.926.3401

August 15, 2025

Florida Housing Finance Corporation
227 N Bronough Street
Suite 5000
Tallahassee, FL 32301
Attn: Marisa Button

**Re: Master Engagement Letter for Legal Services
Fair Housing Advice**

Dear Ms. Button:

We have been delighted in recent years to have provided fair housing legal advice to Florida Housing Finance Corporation ("**Florida Housing**") and look forward to continuing our work for you on future matters relating to fair housing, civil rights and regulatory requirements, as well as tenant selection and admission and occupancy policies, for developments anticipated to receive financial assistance from Florida Housing. The purpose of this master engagement letter is to document the continuing engagement and to set forth our mutual agreement regarding the scope of services Klein Hornig is to provide, the payment of fees, and certain other relevant matters. Another purpose of this letter is to facilitate our taking on future engagements with you without having to write a new engagement letter each time.

This letter will apply to the matters for which we are currently engaged (listed on Exhibit A) and to such other matters as to which you may choose to engage us in the future (each, a "**Project**"), except to the extent that the terms of this letter may be superseded by more particular agreements regarding any future matters. In general, we would expect to confirm any new representation with a short letter or email, but the terms of this letter will apply to any work we do at your request even without a written confirmation.

Scope of Services

We agree to provide the scope of services set forth in Exhibit B.

Fees and Expenses

Our fees for this engagement will be charged on an hourly basis at the rates set forth in Exhibit C. I will have primary responsibility for this matter, and I will also draw upon the skills and services of colleagues as necessary to provide high-quality, cost-effective representation. Fees and expenses will be billed monthly and are due and payable when billed.

All professional staff are charged at a rate appropriate for their experience. We will review rates on an annual basis and, where appropriate, we reserve the right to increase rates once each year. We also may promote associates to a higher rate class once each year. Rate increases and associate promotions will typically take effect on January 1, and we will provide you with notice of any increases.

In addition to fees for professional services, Klein Hornig charges separately for all third-party or out-of-pocket expenses reasonably incurred for rendering its services, including without limitation conference calls, photocopying and printing, airfreight and other delivery services, and filing or recording fees. We do not charge for standard telephone service. While we do not charge for routine in-house photocopying, printing, sending or receiving facsimiles, or the like, we reserve the right to charge for secretarial overtime mandated by the nature of the assignment, the cost of bulk mailings, bulk reproduction and distribution of documents, document binders in print or digital form, and similar costs.

If you disagree with the amount of any fee billed to you, please bring your concerns to my attention. We will attempt to resolve any disagreement. In the event of a fee dispute that is not readily resolved, you have the right to request arbitration under supervision of the bar associations for the jurisdictions in which we practice, and we agree to participate fully in that process.

If you would like to receive invoices by email, please complete the form attached as Exhibit C.

Level of Service

We agree that in providing the services described in this letter we will zealously represent your interests, and provide you with timely and quality legal representation. If you believe that we are not meeting those standards of service in any way, I ask that you immediately bring the matter to my personal attention.

Termination

In our view, the relationship between a lawyer and client depends on a high level of trust and confidence on the part of both parties. If at any time we no longer have your confidence, you may terminate this agreement, provided that you arrange for full payment for all work done as of the date of termination. We will cooperate fully in providing any necessary information to any successor counsel so that your interests will be adequately represented during any such transition. Similarly, if we feel that it is no longer

possible to represent your interests zealously, we will so inform you and arrange to terminate this agreement, providing for a smooth transition to any successor counsel of your choice. We reserve the right to resign from this representation if your actions or failure to act make it unduly difficult for us to provide legal services in a manner consistent with our professional and ethical standards, or if you are not paying our bill as required by this agreement. In the unlikely event we are required to institute legal proceedings to collect fees and expenses, the prevailing party will be entitled to costs of collection including reasonable attorney's fees.

Conclusion of Representation

Unless previously terminated, our representation of you with respect to a particular Project will terminate when we send you our final invoice for services rendered in connection with that Project. Following termination, any of your papers and property in our possession will be returned promptly upon receipt of payments of all outstanding invoices. We reserve the right to retain or dispose of our own files, including administrative records and internal lawyer work product, in accordance with applicable rules of professional conduct.

Assignment

From time to time you may assign a portion of your interest in this agreement to a new entity formed for the purpose of carrying out a Project; however, in such an event, you will remain liable (as a guarantor) for payment of our fees and expenses.

Publicity

Our firm occasionally makes reference to particular projects and clients in our attorney resumes, web site, social media and related materials. If you prefer that we not include references to your organization or the Project in such materials, kindly inform me and we will of course respect your wishes.

Issues Relating to Potential Conflict of Interest

As a general matter, we are required to obtain client consent if our representation of you might have an adverse effect on our representation of another client, or if our representation of another client might have an adverse effect on our representation of you.

Klein Hornig LLP specializes in affordable housing and community development law and we represent many clients who are active in this area on a regular basis. It is possible that your interests may conflict with the interest of some of our present or future clients. As an illustration of the foregoing, past, current and future clients of Klein Hornig LLP involved in affordable housing and community development projects have received, are actively negotiating or will seek financial assistance from Florida Housing to carry out their activities. For example, we note that Klein Hornig LLP is currently providing representation in affordable housing transactions to such parties as Atlantic Pacific Communities, LLC,

Preservation of Affordable Housing, Inc., Volunteers of America, Retirement Housing Foundation, and McCormack Baron Salazar.

By entering into this engagement letter, you agree that this firm may represent existing or new clients in any matter that is not directly related to our work for you on the Project, even if the interests of such other clients in those other matters are directly adverse to you. Your prospective consent to conflicting representation contained in the preceding sentence shall not apply to any representation that involves the subject matter of any work we have done for you, and should other firm clients have a direct adverse interest in the Project we would not represent them in connection with the Project but instead would expect to continue representing you. Moreover, we cannot and will not disclose to third parties confidential information we have obtained through our representation of you without your consent.

To the extent our representation of you might give rise to other conflicts of interest, they are discussed in Exhibit E.

We acknowledge and agree that our engagement is also subject to the additional requirements attached at Exhibit F.

If you have any questions about the provisions of this letter, I would be happy to discuss them with you. If these arrangements are satisfactory to you, please so indicate by signing a copy of this letter and returning it to me. We are very much looking forward to working with you.

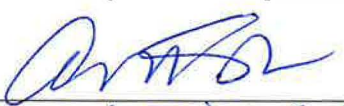
Very truly yours,



Emily Blumberg

Agreed:

Florida Housing Finance Corporation

By: 

Print Name: Angeliki G. Sellers

Title: CFO

Dated: 8/18, 2025

EXHIBIT A
CURRENT MATTERS

1. Mary Alice Brown Civil Rights Requirements

EXHIBIT B

SCOPE OF SERVICES

We agree to provide the legal services reasonably necessary in connection with the Projects, as you request from time to time, which may include research, advice and analysis regarding compliance with fair housing and civil rights laws, and related matters, as well as related tenant selection, admission and occupancy practices. At your direction, we will provide written summaries and similar material. This engagement specifically excludes the preparation of any formal legal opinions for reliance.

In addition, please note that in no event will we provide services that would constitute the unauthorized practice of law in states in which we are not licensed. If applicable, we will assist in locating or directing local counsel as required, and will work with such counsel in the most economical and effective manner we can.

EXHIBIT C

**KLEIN HORNIG LLP
HOURLY FEE SCHEDULE
Effective through December 31, 2025**

I

Category	Rate
Partners/Of Counsel	\$535 - \$555/hour
Senior Counsel	\$505/hour
Associates	\$345 - \$500/hour
Paralegals	\$305 - \$325/hour

EXHIBIT D

INVOICE TRANSMITTAL BY EMAIL

KH sends all invoices electronically **via email**. The Client understands and agrees that KH's invoices may contain confidential and sensitive descriptions of legal services provided to Client (as well as the cost thereof), and consents and agrees to the transmittal of invoices via email to the recipients noted below. Client may request hard copies of invoices via mail.

Please send invoices via email to:

Name: _____

Email: _____

With additional copies sent to:

Name: _____

Email: _____

Please indicate whether you would like hard copies of your invoices sent via regular mail.

- ☐ No, please send invoices by email only, to the above recipients.
- ☐ Yes, please send hard copies by mail to the following addressee:

Name: _____

Address 1: _____

Address 2: _____

City: _____, State: _____ Zip: _____

Please notify KH as soon as practicable if any of the foregoing information changes, especially the name(s) of the person(s) to whom invoices should be sent.

EXHIBIT E

CONFLICTS OF INTEREST

In addition to the issues discussed in the body of the engagement letter, based on information you have provided to us and after reasonable inquiry, the following conflicts of interest are applicable to our representation of you:

None.

EXHIBIT F

ADDITIONAL REQUIREMENTS

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 Klein Hornig 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). Klein Hornig 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., Klein Hornig 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 Klein Hornig is acting on behalf of Florida Housing.

If Klein Hornig has questions regarding the application of Chapter 119, Florida Statutes, to Klein Hornig'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. Klein Hornig understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.
3. Klein Hornig understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.
4. Klein Hornig attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.
5. Klein Hornig attests, under penalty of perjury, that it does not use coercion for labor or services as defined in Section 787.06, Fla. Stat.