

AUSLEY MCMULLEN

ATTORNEYS AND COUNSELORS AT LAW

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June 1, 2017

Hugh Brown, General Counsel
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301

Dear Hugh :

We want to thank you for asking us to provide legal services to Florida Housing Finance Corporation (“FHFC”). The purpose of this letter is to outline the terms and conditions of our engagement. The following terms of employment are generally used by this firm, but are tailored to each client and are subject to modification to suit specific requirements that you may have. If any amendments are desired, please let us know. Otherwise, this will constitute our agreement once it has been fully executed.

1. Scope of Engagement. The scope of engagement covered by this letter is to represent FHFC with regard to a single matter currently styled: *Florida Housing Finance Corporation v. Pinnacle Housing Group, LLC, et al.*, Case No. 2017-029GA. We expect that we will serve as counsel in this matter on behalf of FHFC and that one or more lawyers within FHFC will serve as co-counsel. This agreement does not cover lobbying or legislative services since those are not typically handled on an hourly basis. In addition, because we are not FHFC’s regular counsel, our acceptance of this engagement does not involve an undertaking to represent FHFC or its interests in any other matter except as expressly agreed to by us.

2. Personnel. I will serve as counsel in coordinating all of your work. Additionally, we have other attorneys in the law firm that may be called upon for assistance as needed as well as a paralegal that works with us.

3. Fees and Expenses. My time will be billed at the rate of \$350.00 per hour. To the extent any other lawyers in the firm become involved, their time will be billed at their usual hourly rate for services. Paralegals are billed at the rate of \$90.00 per hour. Outside costs (i.e. travel, overnight courier, copying services, etc.) are billed to you at our cost. These rates and the rates of other lawyers in the firm that may be called up for assistance represent a discount from what we would typically charge new clients.

4. Client Responsibilities. FHFC agrees to pay our statements for services and expenses as provided below. In addition, FHFC agrees to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, electronically stored information and other data, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. FHFC also agrees to make any necessary business and strategy decisions in a timely manner.

5. Advice About Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any shareholder or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

6. Billing Procedures. We bill time and rate charges on a monthly basis and provide an itemized statement that includes any costs and expenses that are necessarily and reasonably incurred. We request that each bill is due and payable within ten (10) days of receipt with interest at the rate of 1% per month after thirty (30) days on any unpaid balance.

7. Conflicts of Interest. We are not aware of any existing matter that involves an undisclosed conflict of interest between the work we will be performing for you and any other client at this time. We have agreed that during the course of our representation, we will not represent other clients in litigation involving FHFC and involving any competitive cycle projects without your express consent. However, our law firm does have other long-standing clients that have projects funded through FHFC and that are in various stages of monitoring. By your execution of this letter, you have agreed that we can continue to represent those clients in matters related to the monitoring of those projects before FHFC. In addition, by your execution of this letter, you have agreed that once the engagement that is the subject of this letter is completed, that FHFC shall not seek to disqualify our firm or any lawyer in the firm from any future representation of any client in a matter adverse to or otherwise involving FHFC on the basis that our firm represented FHFC in the referenced matter. Should we see any other conflict develop, we will advise promptly so that the subject can be addressed. If you have any questions or concerns about potential conflicts, please let me know.

9. Term of Engagement. Either party may terminate our employment at any time and for any reason by giving written notice of termination. In the event of termination by either party for any reason, you agree to pay all outstanding fees and expenses advanced by our firm to the date of termination, and our firm agrees to cooperate in all ways reasonably requested in the transfer of pending matters to successor legal counsel. All files generated by our law firm are the property of our firm. However, upon payment of our fees and costs, copies of our files will be made available to you and our successor legal counsel.

Unless previously terminated, our representation will terminate upon our sending you our final statement for services rendered in those matters. Following such termination, any otherwise nonpublic information you have supplied to us, which is retained by us, will be kept confidential in

accordance with applicable rules of professional conduct. At either party's request, your papers and property will be returned to you promptly. Our own files pertaining to the matters will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

10. Entire Agreement. This letter contains the entire agreement between FHFC and this law firm. Any deletions, additions or changes must be evidenced by a written agreement expressly modifying this document that is signed by all parties. We would ask that you execute this agreement in the space provided and return it to us.

Again, we look forward to working with you. If you have any questions regarding this agreement or any other matter, please do not hesitate to call.

Best regards.

Sincerely,



Michael J. Glazer

MJG/sh

ACCEPTANCE

Florida Housing Finance Corporation hereby employs Ausley McMullen as legal counsel, on the terms set forth herein and accepts all of the statements and conditions set forth above.

DATED this 1st day of June, 2017.



By: