

July 10, 2023

Michael L. Watkins, Shareholder  
Greenberg Traurig, P.A.  
450 South Orange Avenue, Suite 650  
Orlando, FL 32801  
watkinsm@gtlaw.com

Re: Engagement for Bond Counsel Services

Dear Mr. Watkins:

Florida Housing Finance Corporation ("Florida Housing") is pleased to offer Greenberg Traurig, P.A., jointly with Edwards & Feanny, P.A. ("Bond Counsel"), an opportunity to engage for bond counsel services for a period of one year. Attached is a copy of the scope of work alongside Florida Housing's standard terms, the Terms of Engagement, which must be agreed upon prior to the assignment of any transactions.

If the terms described above and in the attached Terms of Engagement are satisfactory, please sign and return a copy of this letter to Florida Housing's Contract Administrator at [ContractAdmin@floridahousing.org](mailto:ContractAdmin@floridahousing.org).

Sincerely,



Michael DiNapoli  
Executive Director

MD/jam/bz

Enclosure: Terms of Engagement

GREENBERG TRAURIG, P.A.

EDWARDS & FEANNY, P.A.

By: 

By: 

Name/Title: Michael Watkins/Shareholder

Name/Title: PRESIDENT

Date: 7-12-2023

Date: July 11, 2023

Ron DeSantis, Governor

Board of Directors: Maria Facella, Chair • Ryan Benson, Vice Chair  
Larry Creft • Sandra Einhorn • David Hall • J. Alex Kelly • Olivia Hobel • Ron Lieberman • Dev Motwani

Michael DiNapoli, Executive Director

## TERMS OF ENGAGEMENT

For the purposes of the accompanying letter and the terms below, our engagement is limited to bond counsel services. The term of this engagement shall be one year from July 19, 2023. If the parties mutually agree in writing, the term of this engagement may be renewed up to three times and each renewal shall be for an additional one-year period.

### A. SCOPE OF SERVICES

Bond Counsel shall provide legal services to Florida Housing which shall include, but are not limited to, the following:

1. Issuing standard, comprehensive Bond Counsel opinions as to the legality of the bonds, the security for their payment and the exemption or exclusion from federal taxation of the interest on the bonds. The timing of this opinion shall be done as outlined in the agreed upon timeline.
2. Reviewing financing programs and advising on the legal feasibility and compliance with applicable law and pending or proposed revisions in the laws and regulations, including but not limited to Internal Revenue Service, U.S. Treasury and HUD, to include, but not be limited to, those programs initiated by Florida Housing, proposed to Florida Housing by prospective borrowers, or proposed to Florida Housing by underwriters, placement agents, or structuring agents, as applicable.
3. Assisting with procedures, required approvals and filings, schedule of events for timely issuance and other legal matters relative to issuance of bonds, remarketing bonds, refunding bonds, or any change affecting bond documents, whether the financing is undertaken by competitive bid or negotiated sale, or other financing programs, whether involving 501(c)(3) organizations or other entities.
4. Attending meetings and/or teleconferences of Florida Housing with its underwriters, placement agents, structuring agents, as applicable.
5. Attending meetings of Florida Housing's Board of Directors ("Board") and its committees, as needed or requested by Florida Housing.
6. Preparing Board resolutions and any amendments thereto in order to authorize the issuance of bonds, remarketing of bonds, refunding of bonds, or any change affecting bond documents. If notified of this need, finalized documents required for Board approval must be complete by submission deadline. For Multifamily transactions, this deadline will be given by Multifamily Loans/Bond Director or their designee and for Single Family transactions, this deadline will be given by the Finance Director or their designee.
7. In accordance with the closing timeline, prepare trust indentures and/or funding loan agreements, trustee, registrar or paying agent agreements, loan agreements, and any other agreements or similar documents necessary, related or incidental to bond financing.
8. If sale is by competitive bid, review bid documents, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the bonds in that manner.
9. Reviewing the preliminary official statement, official statement, private placement memorandum or other transaction summary document as applicable, the award resolution, and any amendments thereto, for the sale of the bonds and reviewing the bond purchase agreement.

10. Preparing, obtaining, delivering and filing all closing papers necessary in connection with the sale and issuance of the bonds, including, but not limited to, certified copies of all minutes, resolutions and orders; certificates such as officers, incumbency, signature, no prior pledge, arbitrage, IRS Forms; and verifications, consents and opinions from accountants, engineers, special consultants, attorneys and others.

11. Performing work including, but not limited to, validations, requests for proposals, educational seminars/workshops, and general Florida Housing needs in regard to bond programs.

12. Preparing and addressing issues in connection with the application for and preservation of private activity bond allocation from the State of Florida.

13. Preparing and delivering transcripts of all documents executed in conjunction with a bond transaction within 180 days, unless given a deadline extension by Florida Housing.

14. Maintain an emergency management/disaster recovery plan ("Recovery Plan") which will be in place within 30 days of the execution of this engagement letter and updated at least annually. A copy of such Recovery Plan will be provided to Florida Housing within 30 days of acceptance of this engagement. Bond Counsel shall update its Recovery Plan annually, and copies of all updates are to be provided to Florida Housing within 30 days of such updates. The Recovery Plan shall include, at a minimum, provisions relating to business closings and facilities restoration, record keeping and retention, the integrity of computer-based systems and the recovery thereof, employee availability and business interruption insurance. The Recovery Plan must demonstrate the ability to perform all services under the engagement without unreasonable delay. Bond Counsel acknowledges that it is assuming the risk of default if it cannot perform its obligations under the engagement in the event of a natural or man-made disaster or other unanticipated emergency situation.

#### B. FEES

1. For new multifamily issues, Florida Housing shall pay Bond Counsel a \$65,000 for issues up to \$30,000,000; plus \$1.30 per bond (in \$1,000 increments) for additional bonds up to \$50,000,000; plus \$1.00 per bond (in \$1,000 increments) for additional bonds in excess of \$50,000,000 per issue. Expenses up to a maximum of \$10,000 per bond transaction will be reimbursed in accordance with Item 11 below. In the event of any supplemental bond issuances and/or extraordinary work resulting from a change of financing structure, Florida Housing shall negotiate any additional fees based on the amount of work involved, with a rate not to exceed \$295 per hour.

2. For new single family issues, Florida Housing shall pay Bond Counsel a \$67,500 minimum for issues up to \$50,000,000; plus \$.90 per bond (in \$1,000 increments) for additional bonds up to \$75,000,000; plus \$.50 per bond (in \$1,000 increments) for issues over \$75,000,000 up to a maximum fee of \$139,500 for any size issue. Fees for issuances of short term bonds or notes will be negotiated at the time of the issuance. Expenses will be reimbursed in accordance with Item 11 below. In the event of any supplemental bond issuances and/or extraordinary work resulting from a change of financing structure, Florida Housing shall negotiate any additional fees based on the amount of work involved, with a rate not to exceed \$295 per hour.

3. Florida Housing shall withhold \$5,000 of Bond Counsel's fee at closing. For multifamily bond issuances, Florida Housing shall release the withheld fees when it has received two CDs or thumb drives (or other electronic means as approved by Florida Housing), and the bound transcripts that

include original documents from Bond Counsel. For single family bond issuances, Florida Housing will release the \$5,000 upon receipt of the electronic and the bound transcripts from Bond Counsel.

4. In the event of 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 Bond Counsel 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 Bond Counsel an additional increment for each separately documented series or issue simultaneously delivered in an amount determined by Florida Housing after discussions and negotiation among Florida Housing, Bond Counsel, and the borrower, based on an assessment of the amount of work required by Bond Counsel in the commitment relating to such issuance.

5. For remarketings that do not involve substantial document production or changes in the material terms (i.e., maturities, credit enhancement, mode of interest payment) or an amended disclosure document, fees shall be negotiated based on the complexity of the transaction and shall be subject to Florida Housing approval. Florida Housing shall treat other remarketings in the same manner as refundings.

6. Florida Housing shall negotiate fees for refundings on a case-by-case basis, based on the amount of work involved.

7. Hourly fees, if any, for consultation or advice, including responses to any audits, regarding an issue on which Bond Counsel had prior involvement shall be subject to approval by Florida Housing.

8. Florida Housing shall pay reasonable hourly fees for work on general corporate matters, audits, and issues on which Bond Counsel was not previously involved, but in no case exceeding \$295 per hour. Before Bond Counsel commences work that shall be billed to Florida Housing, Bond Counsel must get prior approval of Florida Housing's Office of General Counsel.

9. Florida Housing expects that each firm shall provide Florida Housing, without a separate billing, a reasonable number of unbilled hours of advice on general matters and issues on which they were not previously involved.

10. For other legal services not arising from a specific bond transaction or audit, Bond Counsel shall submit invoices for hourly fees, subject to Items 7-9 above.

11. Florida Housing shall reimburse Bond Counsel for undisputed, documented, and reasonable actual out-of-pocket expenses including out-of-pocket expenses for travel, (transportation, lodging & meals in accordance with Florida Housing's Travel Policy, as interpreted solely by Florida Housing, which may be amended from time to time) telephone & communications, postage and delivery, and printing/scanning costs, that are directly and exclusively related to the professional services rendered under this engagement. Copies/scans will be reimbursed at a rate of \$.15 per page.

12. Bond Counsel shall not be reimbursed for training, or any work not directly related to a specific bond transaction unless specifically requested in writing by Florida Housing.

13. Special Conditions

a. Bond Counsel will 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 experience required by task, and taking other actions to improve efficiency.

b. Bond Counsel shall use existing Florida Housing agreements, 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.

c. Multiple staffing at meetings, hearings, depositions, trials, etc., by Bond Counsel will not be compensated without prior written approval from Florida Housing.

d. Bond Counsel agrees that all documents shall be promptly returned at the termination of Bond Counsel's involvement in the case or matter at hand.

e. Florida Housing in-house staff shall be used in the legal matter to the maximum extent possible.

f. Bond Counsel will provide immediate notice via e-mail, facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.

g. Bond Counsel shall provide Florida Housing immediate notice of any representation undertaken by Bond Counsel in matters where any client other than Florida Housing is suing or being sued by governmental or regulatory entities in any civil or adversarial administrative action.

#### C. 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 Bond Counsel, its agents, its servants, or employees, and Bond 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. 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.

3. Bond Counsel, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain 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 engagement, Bond Counsel shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. Bond Counsel remains responsible for all applicable federal, state, and local taxes, and all FICA and Medicare contributions.

4. Bond 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, Bond Counsel shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

5. Bond 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 Bond Counsel, if any, in conjunction with the services rendered pursuant to this

engagement. At no time shall Bond Counsel make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

6. Bond Counsel shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of these terms by Bond Counsel.

7. Bond Counsel must maintain professional liability insurance which covers, at a minimum, \$20,000,000 per claim and \$40,000,000 in the aggregate.

#### D. 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 Bond Counsel or assign any future transaction to Bond 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 Bond 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 Bond 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 Bond Counsel as a part of this engagement is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by Bond Counsel in this engagement or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

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

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

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

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

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

i. If Bond 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),

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide Bond 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 Bond Counsel of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if Bond 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.

#### E. TERMINATION

1. Florida Housing may terminate this engagement at any time upon 10 days' written notice delivered by courier service or electronic mail to Bond Counsel.

2. Bond Counsel may terminate this this engagement at any time upon 90 days' written notice delivered by courier service or electronic mail to Contract.Admin@floridahousing.org. Bond Counsel shall be responsible for all costs arising from the resignation of Bond Counsel and the costs associated with the appointment of and transition to a successor Bond Counsel.

#### F. 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 Bond Counsel in connection with this engagement 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). Bond 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. Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when Bond Counsel is acting on behalf of Florida Housing.

**If Bond Counsel has questions regarding the application of Chapter 119, Florida Statutes, to Bond Counsel's duty to provide public records relating to this engagement, 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 Bond Counsel asserts that any information or materials intended to be delivered or provided under this engagement 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 Bond 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 engagement that is confidential, Bond 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 engagement 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 Bond Counsel is required to disclose or publish the existence or terms of transactions under this engagement pursuant to Florida's Public Records Law, then Bond Counsel shall notify Florida Housing in writing of such disclosure within two days after receipt of the Public Records request.

## 3. Copyright, Patent and Trademark

a. If Bond Counsel brings to the performance of this engagement a pre-existing copyright, patent or trademark, Bond Counsel shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the terms of this engagement or subsequent BPA 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 engagement, Bond 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 engagement are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, Bond Counsel shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this engagement are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into, by Bond 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: Bond Counsel shall maintain files containing documentation to verify all compensation to Bond Counsel in connection with this engagement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Bond Counsel in connection with this engagement. Bond Counsel shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this engagement.

b. Retaining the Files: Bond 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, Bond 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 engagement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Bond Counsel under this engagement shall be submitted to Florida Housing within 15 days of such termination at the expense of Bond Counsel.

G. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

1. If Bond Counsel or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this engagement, Bond 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. Bond 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 Bond Counsel or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this engagement, Bond Counsel shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Bond Counsel does not carry stand-alone cyber liability coverage, Bond 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 engagement.

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

5. Bond 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.] Bond Counsel agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.

6. Bond 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 Bond 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, Bond Counsel must abide by provisions set forth in section 501.171, Fla. Stat. Additionally, Bond 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; Bond Counsel's corrective action plan; and the timelines associated with the corrective action plan.

#### H. LOBBYING PROHIBITION

No funds compensation or other resources received in connection with this engagement or subsequent BPA 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. Bond Counsel further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this engagement.

#### I. 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 engagement in violation of this provision shall be null and void.

#### J. CONFLICTS OF INTEREST

Service providers shall comply with the standards of conduct and conflict of interest provisions in Section 420.512(5), Florida Statutes as a condition of eligibility to be considered or retained to provide services.

1. By signing the letter above, Bond Counsel certifies that it shall comply with, and is currently in compliance with, Sections 420.503(34) and 420.512(5), Fla. Stat., as amended.

2. In addition to the conflict of interest rules imposed by the Florida Statutes, should Bond 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 engagement and prior to the conclusion of the engagement, Bond Counsel will provide notification to Florida Housing, through first class certified mail, return receipt requested (Notice of Conflict of Interest), to Florida Housing's Contract Administrator within 10 business days. If Florida Housing, in its sole discretion, finds Bond 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 engagement shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with Bond Counsel or assign any future transaction to Bond Counsel shall, if Florida Housing so elects, terminate this engagement.

#### K. OTHER PROVISIONS

1. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Bond 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 Bond Counsel. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

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

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

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

5. Bond Counsel attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

6. Bond Counsel acknowledges that it will be prohibited from engaging in activities in connection with services related to Florida Housing transactions that produce direct or indirect financial gain for the Respondent other than for the compensation agreed upon in this engagement, unless Bond Counsel has Florida Housing's written consent upon being fully informed of such activities in writing

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