

April 25, 2022

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

**Re: Engagement Letter for Legal Services  
The WM at the River (Admissions and Occupancy)**

Dear Mr. Brown:

We are pleased that Florida Housing Finance Corporation (“*Florida Housing*”) has asked Klein Hornig LLP to provide legal representation with respect to fair housing, civil rights and regulatory requirements affecting tenant selection, admission and occupancy for The WM at the River, a project anticipated to receive financial assistance from Florida Housing (the “*Project*”). The purpose of this letter is to set forth our mutual agreement regarding the scope of services we are to provide, the amount and manner of payment of our fees, and certain other relevant matters. When countersigned by you, this letter will become a contract.

*Scope of Services*

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

*Fees and Expenses*

Our fees for this engagement will be charged on an hourly basis at the rates set forth in Exhibit B. 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. Any special fee arrangements are included in Exhibit B.

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, travel and lodging, automobile mileage and parking, necessary meals, 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.

Every effort will be made to use travel time for client related work; for time spent in travel that is not used for client work we will only bill up to ½ of the total travel time. Charges for transportation, meals, and lodging will be reasonable under the circumstances, recognizing, however, that (i) the least expensive transportation or lodging may not be available for travel arranged on short notice, and (ii) inexpensive transportation resulting in greater travel time may not be most cost-effective overall. Subject to the foregoing, Klein Hornig personnel will travel in economy class, make reasonable efforts to obtain special fares and/or travel on economy airlines, and otherwise seek to stay in comfortable non-luxury accommodations. Private vehicle usage will be charged at the then-prevailing IRS rate.

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 will terminate when we send you our final invoice for services rendered in connection with the 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*

You may assign your interest in this agreement to a new development entity formed for the purpose of carrying out the 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 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., and Volunteers of America.

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 D.

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, and to the successful resolution of the Project.

Very truly yours,



Emily Blumberg

Agreed:

Florida Housing Finance Corporation

  
By: \_\_\_\_\_

Print Name: Hugh R, Brown

Title: General Counsel

Dated: May 4, 2022

## **EXHIBIT A**

### **SCOPE OF SERVICES**

We agree to provide the legal services reasonably necessary in connection with the Project, as you request from time to time, which may include research and analysis regarding compliance with fair housing and civil rights laws and the requirements of the expected sources of additional financing associated with tenant selection, admission and occupancy practices for the Project and related matters, and written memoranda requested by you. This engagement specifically excludes the preparation of any formal legal opinions for reliance.

**EXHIBIT B**

**KLEIN HORNIG LLP  
HOURLY FEE SCHEDULE  
Effective through December 31, 2022**

<b>Category</b>	<b>Rate</b>
Partners/Of Counsel	\$405 - \$495/hour
Senior Counsel	\$405 - \$450/hour
Associates	\$275 - \$405/hour
Paralegals	\$240 - \$260/hour

**EXHIBIT C**

**INVOICE TRANSMITTAL BY EMAIL**

Client hereby requests that KH deliver its invoices to Client **via email** to the recipients noted below. 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.

Please send invoices to:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

With email 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 D

### CONFLICTS OF INTEREST

In addition to the issues discussed in the body of the engagement letter, the following conflicts of interest are applicable to our representation of you:

We represent Atlantic Pacific Communities, LLC (our “*Other Client*”), which is also anticipating the receipt of financial assistance from Florida Housing for The Villages at Casa Familia and has been in discussions with Florida Housing about admissions and occupancy standards for that development. We request that you acknowledge and consent to the firm’s ongoing representation of our Other Client, as well as its respective affiliates and subsidiaries, in compliance with the rules of professional conduct for attorneys in the applicable jurisdiction.

We believe that our representation of you with respect to the Project will not be adversely affected by the firm’s past, present or anticipated future representation of our Other Client. Similarly, we believe that our representation of our Other Client in connection with the matters described above will not be adversely affected by the firm’s representation of you. Your general goals are the same. That being said, if your relationship with our Other Client became antagonistic, you might find our representation of both you and our Other Client troublesome.

Based upon our discussion of these issues, we request, and by countersigning this letter you provide, consent to our continued representation of our Other Client as described in this letter. We note that, in any event, all information we obtain in the representation of any client is confidential, and cannot and will not be disclosed to any other client. We also note that, in the unlikely situation that there was an actual (as opposed to theoretical or potential) conflict between your interests and our Other Client interests on any particular matter, we might not be able to represent either party with respect to that matter.