

**FOURTH AMENDMENT TO
ADMINISTRATOR AND FINANCIAL ADVISORY AGREEMENT BETWEEN THE
HOUSING FINANCE AUTHORITY OF LEON COUNTY, FLORIDA AND
THE HENDRICKSON COMPANY**

THIS FOURTH AMENDMENT (this "Fourth Amendment") is made on the 18th day of September, 2025 (the "Effective Date") by and between the HOUSING FINANCE AUTHORITY OF LEON COUNTY, FLORIDA, a local government body, corporate, and politic (the "HFA"), and MARK HENDRICKSON, D/B/A "THE HENDRICKSON COMPANY" (the "Administrator" and, together with the HFA, the "Parties").

WITNESSETH

WHEREAS, the Parties have previously entered into that certain Administrator & Financial Advisory Agreement, dated as of August 12, 2021 (the "Original Agreement"), as amended by that certain First Amendment to Administrator and Financial Advisory Agreement, dated September 15, 2022 (the "First Amendment"), and as further amended by that certain Second Amendment to Administrator and Financial Advisory Agreement, dated November 10, 2022 (the "Second Amendment"), and as further amended by that certain Third Amendment to Administrator and Financial Advisory Agreement, dated September 20, 2024 (the "Third Amendment" and, together with the Original Agreement, the First Amendment and the Second Amendment, the "Agreement"); and

WHEREAS, the initial term of the Agreement was for a three year period, commencing October 1, 2021, and ending September 30, 2024; and

WHEREAS, Section VIII of the Agreement provides that the term of the Agreement may be extended for two one-year terms; and

WHEREAS, the Third Amendment extended the Agreement for the first one-year extension, commencing October 1, 2024, and ending on September 30, 2025; and

WHEREAS, the Parties wish to extend the Agreement for the second one-year extension term, subject to the terms and conditions set forth this Fourth Amendment; and

WHEREAS, the Parties also wish to incorporate the provisions of the First Amendment, the Second Amendment, and the Third Amendment into this Fourth Amendment.

In consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the sufficiency of which is hereby expressly acknowledged by the Parties, the HFA and ADMINISTRATOR, intending to be legally bound, agree as follows:

SECTION 1. Effective Date; Recitals. Upon its execution by both Parties, this Fourth Amendment shall be effective as of the Effective Date. The above recitals are hereby incorporated by reference in their entirety. The Parties agree they are true and correct and form an integral part of this Fourth Amendment.

SECTION 2. Extension. The Agreement is hereby extended for the second one-year extension term beginning October 1, 2025, and ending on September 30, 2026. Subject to any previous amendments or modifications and except as otherwise provided in this Fourth Amendment, the Agreement shall stand extended upon its same terms and conditions.

SECTION 3. Amendments. Section V.D. of the Agreement entitled "COMPENSATION" is hereby amended and restated as follows:

D. The ADMINISTRATOR shall be paid an annual retainer fee of \$58,000 commencing on October 1, 2025, which shall be payable on a monthly basis, in arrears, in the amount of \$4,833.33 commencing on November 1, 2025.

SECTION 4. General Terms and Conditions.

(a) Unless otherwise provided for by this Fourth Amendment, the terms of the Agreement shall remain the same and in full force and effect. In the event of a conflict, the provisions of this Fourth Amendment shall be given priority over the terms of the Agreement and resolved in favor of the HFA to the greatest extent permitted by law. If any term of this Fourth Amendment is held to be invalid, illegal, or unenforceable, such term shall be severed and shall not effect the validity of the remaining provisions of this Amendment.

(b) This Fourth Amendment shall be construed and enforced according to the laws of the State of Florida. Any civil action arising out of the Agreement shall be brought in a court of competent jurisdiction in and for Leon County, Florida.

(c) This Fourth 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 on and the same instrument.

(d) The Administrator attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2), Florida Statutes.

(e) In accordance with Section 787.06(13), Florida Statutes, the Administrator attests, under penalty of perjury, that the Administrator does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment to the Agreement, by a duly authorized representative, effect as of the Effective Date.

ATTEST:

MARK HENDRICKSON D/B/A "THE
HENDRICKSON COMPANY"

Witness

By: Mark Hendrickson

Date: _____

ATTEST:

HOUSING FINANCE AUTHORITY OF
LEON COUNTY, FLORIDA

Witness

By: Mike Rogers, Chair

Date: _____