

FIRST AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This First Amendment to Agreement for Legal Services, dated as of ____, 2020, between Nabors, Giblin & Nickerson, P.A., a Florida professional association (the "Firm") and the Housing Finance Authority of Leon County, Florida;

W I T N E S S E T H

WHEREAS, the parties hereto have previously entered into that certain Agreement for Legal Services, dated October 12, 2017 (the "Original Agreement") for the Firm to provide legal services to the Authority; and

WHEREAS, the parties desire to amend the Original Agreement to provide for representation of the Authority in certain circumstances not specifically contemplated by the Original Agreement;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Authority and the Firm agree to amend the Original Agreement as follows:

SECTION 1. In the event of multifamily or single family bonds issued by the Authority, the Firm shall act as "Issuer's Counsel" to the Authority, and provide the legal representation typically provided for such role, including the review of all documentation and delivery at closing of the opinion typically provided by such counsel. All fees of the Firm in connection therewith, in the event of multifamily bonds, shall be paid by the private borrower. All such fees of the Firm in connection therewith in the event of single family bonds shall be paid from proceeds of the issue. In each such case, the fees shall be commensurate with fees generally charged for such services within the State of Florida.

SECTION 2. In the event of multifamily or single family bonds issued by the Authority, in addition to the duties described in Section 1, in the event that a public offering is made of the bonds such that an offering document will be utilized, the Firm shall prepare such offering document on behalf of the Authority. Fees for such service shall be paid and sized in the same manner as in Section 1 above. This section shall not apply to the issuance of the Authority's Multifamily Housing Revenue Bonds (Pass-Through-Magnolia Terrace), Series 2020.

SECTION 3. Except as amended hereby, the Original Agreement shall remain in full force and effect.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

**HOUSING FINANCE AUTHORITY OF
LEON COUNTY, FLORIDA**

NABORS, GIBLIN & NICKERSON, P.A.

By: _____
Marnie George, Chairman

By: _____
Mark T. Mustian, Shareholder

Date: _____

Date: _____