

V.

**FEES AND EXPENSES**

Developers are responsible for the payment of all fees and expenses relating to each bond issue pursued on its behalf and are responsible for payment of same regardless of whether such costs are capable of being financed with bond proceeds. The fees outlined herein relate only to the HFA and do not include trustee fees, continuing disclosure costs, financial advisor fees, credit enhancement fees, underwriting fees, bond counsel fees or other costs of issuance.

All HFA fees are non-negotiable and shall be paid via cashier's check to the "Housing Finance Authority of Broward County." The HFA's fees are payable at the times required in these Bond Policies and in the specific amounts required below. No discounts will be offered based on the size of a bond issue, and all fees are non-refundable, except as otherwise provided herein.

**Application Fee** **\$500.00**

The Application Fee is due simultaneously with submission of the initial Application to the HFA.

**Inducement Fee** **\$1,500.00**

The Inducement Fee is due at the time the HFA receives a written request from the developer that the project be induced.

**Public Hearing Fee** **\$5,500.00**

The Public Hearing Fee is due at the time the developer requests that the HFA hold the public hearing for the project referenced in Section III.E. hereof.

**Good Faith Deposit** **The greater of \$25,000 or 50 basis points of principal amount of bonds expected to be issued**

The Good Faith Deposit must be paid to the HFA by the developer before bond documents are drafted. Upon request of the developer, the HFA's Executive Director may reduce the Good Faith Deposit to an amount not less than Seventy Five Thousand Dollars (\$75,000) if, in the Executive Director's sole discretion, the developer demonstrates that the requested Good Faith Deposit is sufficient to cover the HFA's administrative expenses, expenses paid or incurred by the HFA or its staff, or on behalf of the HFA in connection with the bond transaction, and the fees and expenses due to any professionals associated with the transaction.

**Indemnification Security**

**\$20,000 cash**

The developer must secure its indemnification obligations to the HFA as set forth in the bond documents by providing the HFA on or before the pre-closing of the bonds with the required cash deposit. The cash deposit will be placed into a segregated account to be held, expensed and invested by the HFA for its own benefit. The cash deposits contributed by the developers and deposited into this segregated account (which shall maintain a minimum balance of \$500,000) will be non-refundable, and the interest earnings thereon will accrue to the benefit of the HFA.

**Closing Fee**

**New Issues**

**50 basis points of principal amount of bonds issued**

**Refundings**

**50 basis points of aggregate principal amount of bonds outstanding**

The Closing Fee is a one-time fee for consummating the transaction and must be received by the HFA or bond trustee on or before the pre-closing of the bonds.

**Annual Administrative Fee**

**18 basis points of aggregate principal amount of bonds outstanding**

The Annual Administrative Fee will be paid by remittance through the bond trustee to the HFA annually at the time designated in the bond documents as required by the HFA. The Annual Administrative Fee applies to new issues and refundings, and covers the costs of the preparation of the HFA's financial statements and the audit thereof, and other HFA administrative costs and is not related in any way to other fees required to be paid under the bond documents for the services of the trustee, rebate analyst, etc. The Annual Administrative Fee is due annually to the HFA, payable in advance at the time of closing, until the longer of the expiration of the Qualified Project Period or the final maturity of the bonds.

**Assumption Fee**

**10% of aggregate principal amount of bonds outstanding if up to 10% of the units are rented**

**2% if 11 to 60% of the units are rented**

**1% if over 60% of the units are rented**

1/2% after one year has passed from completion of construction

The Assumption Fee is due prior to execution of any consent for transfer of ownership by the HFA.

Audit Fee

\$500 one-time fee, plus a flat annual amount (\$6,000 in 2002) adjusted every 3 years

The developer will be required to pay for the services of the HFA's auditor to audit its bond issue. The audit fees shall be set forth in the Trust Indenture at an amount equal to those required by the contract then in effect between the HFA and its auditor. The developer understands that the audit fee applicable to any transaction will depend on the negotiated terms of the HFA's contract with its auditor and will change from transaction to transaction. The HFA reserves the right to adjust the audit fee based on the contract with its auditor and the developer agrees to pay any and all such amounts. The HFA will not be liable for payment of any fees for bond issue audits.

As of 2002, the audit fee shall consist of a one-time fee of \$500, plus an annual amount of \$6,000, adjusted every three (3) years thereafter. The annual amount shall be increased every three (3) years by the lesser of 3%, or the percentage increase in the index number of retail commodities prices designated "Consumers Price Index - all items" CPIU (1982-84=100) over the same period.

Compliance Monitoring Fee

\$25.00 per unit

The Compliance Monitoring Fee shall be paid only in the event all the bonds are redeemed or defeased prior to the expiration of the "Qualified Project Period" (the time during which the developer is required by the Tax Code and/or the HFA to set aside a certain percentage of the units for low and moderate income persons and families). The Compliance Monitoring Fee shall compensate the HFA for its duties in monitoring the multifamily project for compliance during the Qualified Project Period.