



In no event will Ross Business Development be liable for incidental or consequential damages even if we have been advised of the possibility of such damages.

All documentation, source programs, object programs, procedures, and any other material supplied in connection therewith remain the exclusive property of Ross Business Development, Inc. Any use or copying of such materials not specifically authorized by Ross Business Development shall be deemed a violation. Such a violation may render the customer liable for both actual and punitive damages.

The materials provided through this engagement are developed for educational purposes only and are not intended as a final authority on HUD compliance due to the continually emerging issues surrounding the multi-family housing industry.

No action, regardless of form, arising out of the services under this agreement, may be brought by either party more than one year after the date of the last services provided under this agreement.

GOVERNING LAW

Any action or proceeding relating to, or arising out of, this Agreement initiated by RBD shall be governed and determined by the laws of the United States and the State of Michigan as such laws are applied to agreements made and performed entirely within the State of Michigan between Michigan residents.

Any action or proceeding relating to, or arising out of, this Agreement initiated by MSHDA shall be governed and determined by the laws of the United States and the State of Georgia as such laws are applied to agreements made and performed entirely within the State of Georgia between Georgia residents.

Any action or proceeding arising under or relating to this Agreement initiated by RBD shall be resolved only in a court of competent jurisdiction in the City of Lansing, State of Michigan (or the court of competent jurisdiction closest to the City of Lansing, MI if no court of competent jurisdiction resides in the City of Lansing, MI), and the parties irrevocably consent to the personal jurisdiction and venue of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

Any action or proceeding arising under or relating to this Agreement initiated by MSHDA shall be resolved only in a court of competent jurisdiction in the City of Marietta, State of Georgia (or the court of competent jurisdiction closest to the City of Marietta, GA if no court of competent jurisdiction resides in the City of Marietta, GA), and the parties irrevocably consent to the personal jurisdiction and venue of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

A handwritten signature in black ink, appearing to read "MHR", is located in the bottom right corner of the page.



FEE SCHEDULE

The following is our understanding of the fee schedule agreed upon.

- A. Professional Fees.** Fees for professional services will be project based and not subject to change without written approval from both parties. Total cost for this engagement is \$10,000.00 plus direct expenses. **RBD requires a 50% deposit (\$5000) for all services before dates are confirmed and travel arrangements are secured. The balance due will be paid within 30 days of the date of an invoice issued by RBD after the engagement is complete.**
- B. Factors Affecting Your Professional Fee.** Professional fees will be based upon several factors; the most important of which includes time and labor involved, skill requisite to perform the professional services properly and any special circumstances imposed.
- C. Direct Expenses.** MSHDA has agreed to assume all direct expenses for this engagement. Direct expenses include, but are not limited to; travel, lodging and meals. MSHDA has agreed to assume all expenses related to classroom facility including, but not limited to; room rental, setup, workbook production and shipping, food and beverage, and consultant specific requirements such as screen for projector, flip chart, markers...etc.
- D. Term of Offer.** The offer described in this engagement, including quoted pricing, is valid for 30 days from the date of this agreement. **If RBD has not received a signed engagement letter and the required deposit within 30 days of the date of this agreement, the offer will be considered null and void.**

TERMINATION

Right to Terminate: Either party may terminate this relationship at any time by any form of written notification including email. Should Ross Business Development terminate or fail to provide training as agreed, a full refund of the deposit will be due MSHDA. Should MSHDA terminate, any and all deposits would be deemed non-refundable. In addition, MSHDA will be responsible for any non-refundable expenses.

CONFIDENTIALITY

All information MSHDA provides to RBD during the course of this engagement shall not be disclosed to any third party absent express written consent from MSHDA.

LIMIT OF LIABILITY

You agree that Ross Business Development's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for the services described herein. This shall be your exclusive remedy.

You further agree that Ross Business Development will not be liable for any lost profits, or for any claim or demand against you by any other party.

MUR



July 25, 2016

Mary H. Ross
President
Ross Business Development, Inc.
3134 Shumard Way
Marietta, GA 30064

Maureen Carden
Asset Management
MSHDA
735 East Michigan Avenue
Lansing, MI 48912

Dear Ms. Carden:

This letter is to set forth the terms and objectives of our proposed engagement and the nature and limitations of the services we will provide to your company until mutually changed.

DESCRIPTION OF WORK

Provide training for two days for MSHDA Asset Management Fall Conference. This training is scheduled for September 20 and 21, 2016 in Lansing, MI. Training Topics will include:

- HUD Hot Topics (September 20) 90 minutes
- Preparing for the MOR (September 20) 2 Parts – 90 minutes each
- Management & Occupancy Review Roundtable (September 21) 90 minutes
- EIV Basics (September 21) – 90 minutes
- AR, IR and Terminations (September 21) – 90 minutes

This training will be provided for owner/agents reporting to MSHDA. Mary Ross will facilitate the instruction described above.

The Contractor acknowledges that Mary H. Ross is not a State of Michigan retiree subject to 2007 PA 95 (MCL 38.68c), as amended, requiring retirees of the State Employees Retirement System (i.e. former state employees who have pensions with the state of Michigan) who become employed by the State, either directly or indirectly through a contract or agreement on or after October 1, 2007, to forfeit their state pension for the duration of their reemployment.

As part of each class, students will be provided with a comprehensive workbook.

SCOPE OF WORK

This training engagement will require planning and coordination of effort.

Ross Business Development will be responsible for:

- ✓ Travel arrangements for the instructor including hotel reservations at the conference hotel
- ✓ Laptop used to deliver training content
- ✓ Producing & shipping Workbooks for all attendees. Appropriate copyright rules apply.

MHR

AGREEMENT

This engagement letter may not be changed or assigned without the written consent of the other party. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force. If you have any questions or concerns regarding this engagement letter or desired services, please contact us at the above address.

[REDACTED]

Ross Business Development, Inc.
Representative

[REDACTED]

Michigan State Housing Development Authority
Representative

Kevin Elsenheimer, Executive Director or
Brian Mills, Chief Operating Officer

8/2/2016

Date:

8.10.16

Date: