we make housing affordable

Florida Housing
FINANCE CORPORATION

[illegible]

May 12, 2026

Barclays Capital Inc.
ATTN: Gregory Borys, Director
745 7th Ave.
New York, NY 10020
SENT VIA EMAIL TO: Gregory.Borys@barclays.com

Re: Engagement for Single Family Co-Manager and Multifamily Investment Banker

Dear Mr. Borys:

Thank you for your response to Request for Proposals (RFP) 2026-03. Based on our review committee's recommendation, Florida Housing's Board of Directors has approved your firm to serve on our team of Single Family Co-Managers and Multifamily Investment Bankers. Please note that the determination of your role on a financing team will be made at Florida Housing's sole determination on an on-going basis.

The purpose of this letter is to confirm our engagement and provide you with Florida Housing's standard terms, which must be agreed upon prior to participating in any financial transactions with the Corporation. Please review and let us know if you have any questions. To the extent of any inconsistency between this letter and its attachment and any subsequent bond purchase agreement, the terms of this letter and its attachment control.

If the terms described above and in the attachment below are satisfactory, please sign and return a copy of this letter to Florida Housing's Contract Administrator at Contract.Admin@floridahousing.org.

Sincerely,

Angeliki G. Sellers
Chief Financial Officer

AGS/jam

Enclosure

BARCLAYS CAPITAL INC.

By: Gregory Borys

Name/Title: GREGORY BORYS, DIRECTOR

Date: 5/13/2026

TERMS OF ENGAGEMENT

For the purposes of the accompanying letter and the terms below, our engagement is limited to services provided in response to RFQ 2026-03. The term of this engagement shall be three years from August 13, 2026. If the parties mutually agree in writing, the term of this engagement may be renewed for an additional three-year period.

A. LIABILITY: INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS

1. Florida Housing shall not be deemed to have assumed any liability for the acts, omissions, or negligence of the Investment Banker, its agents, its servants, or employees, and the Investment Banker specifically accepts responsibility for its acts, omissions or negligence and for the acts, omissions or negligence of its agents, servants or employees, and shall defend and hold Florida Housing harmless from and against the claims of any party arising out of or claimed to arise out of any such acts, omissions, or negligence.

2. Nothing herein shall be construed as a waiver of sovereign immunity by Florida Housing; it being the intent to reserve all such rights and immunities to the fullest extent of the law.

3. The Investment Banker, together with its agents, suppliers, subcontractors, officers, and employees, shall have and always retain under this engagement the legal status of an independent contractor, and in no manner shall they be deemed employees of Florida Housing or deemed to be entitled to any benefits associated with such employment. During the term of this engagement, the Investment Banker shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law. The Investment Banker acknowledges that it is solely responsible for all applicable federal, state, and local taxes, including, but not limited to, income tax, self-employment tax, and all FICA and Medicare contributions. The Investment Banker is solely responsible for any insurance coverage related to work-related injuries or illnesses, and Florida Housing shall have no responsibility or liability for any such coverage.

4. The Investment Banker shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state and local agencies having jurisdiction and authority. In addition, and by way of non-exhaustive example, the Investment Banker shall comply with Florida Housing policies while on Florida Housing premises and in the conduct of its business with Florida Housing personnel.

5. The Investment Banker specifically accepts responsibility for payment of all taxes, assessments, or contributions that may be required to be paid to any unit of government as a result of the payments being paid to or by the Investment Banker, if any, in conjunction with the services rendered pursuant to this engagement. At no time shall the Investment Banker make any commitments for or incur any charges or expenses for, or in the name of, Florida Housing.

6. The Investment Banker shall not be relieved of liability to Florida Housing for damages sustained by Florida Housing by virtue of any termination or breach of these terms or the terms of any subsequent bond purchase agreement (BPA) by the Investment Banker.

B. DEFAULT AND REMEDIES

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with the Investment Banker or assign any future transaction to the Investment Banker shall, if Florida Housing so elects, terminate and Florida Housing

may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Investment Banker as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Investment Banker in the transaction or any future transaction.

2. The Events of Default shall include, but not be limited to, the following:

a. If any report, information or representation provided by the Investment Banker in this engagement is inaccurate, false or misleading in any respect;

b. If any warranty or representation made by the Investment Banker in this engagement or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;

c. If the Investment Banker fails to keep, observe, or perform any of the terms or covenants contained in this engagement, or is unable or unwilling to meet its obligations as defined in this engagement;

d. If, in the sole discretion of Florida Housing, the Investment Banker has failed to perform or complete any of the services identified in the attachments;

e. If the Investment Banker has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;

f. If the Investment Banker has discriminated on the grounds of race, color, religion, sex, national origin, disability, or any other legally protected status in performing any service identified in the attachments;

g. If the Investment Banker does not comply with the terms and conditions set forth in s. 420.512(5), F.S.;

h. If the Investment Banker commits fraud in the performance of its obligations under this engagement; or

i. If the Investment Banker refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default (Notice of Default).

3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may, at its sole discretion, provide the Investment Banker a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Investment Banker of the length of the Cure Period in the Notice of Default.

4. If Florida Housing provides a Cure Period and if the Investment Banker is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law or provided herein.

C. PUBLIC RECORDS; CONFIDENTIALITY; COPYRIGHT, PATENT, TRADEMARK; FILES

1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Investment Banker in connection with this engagement is subject to the provisions of s. 119.01-.15, F.S., as may be amended from time to time (Florida's Public Records Law). The Investment Banker represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to s. 119.0701(2)(b), F.S., the Investment Banker will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when the Investment Banker is acting on behalf of Florida Housing.

If the Investment Banker has questions regarding the application of Chapter 119, Florida Statutes, to the Investment Banker's duty to provide public records relating to this contract, contact the Corporation Clerk at:

Corporation Clerk
227 N. Bronough Street, Suite 5000
Tallahassee, Florida 32301-1329
Phone: 850.488.4197
E-mail: Corporation.Clerk@floridahousing.org

2. Confidentiality

a. If the Investment Banker asserts that any information or materials intended to be delivered or provided under this engagement constitute a trade secret, or are otherwise confidential or exempt from the public records disclosure requirements of Florida's Public Records Law, such assertion must be made in writing to Florida Housing's Contracts Administrator upon submitting them to Florida Housing.

b. It is the Investment Banker's obligation and responsibility to maintain the secrecy of trade secrets and the confidentiality of other confidential information by adequately marking such materials as confidential or exempt before forwarding such information or materials to Florida Housing. It shall be the responsibility of the Investment Banker to defend the confidentiality of such materials, if necessary.

c. In the case of work product furnished to Florida Housing pursuant to this engagement that is confidential, the Investment Banker will treat such materials as confidential and will not reveal or discuss such materials or any other information obtained in connection with this engagement with any other person or entity, except as authorized or directed by Florida Housing.

d. Working papers, copies, internal documents, procedures, methods and related materials considered confidential and/or proprietary shall be treated as confidential and/or proprietary and shall not be revealed or discussed with any other person or entity, except as authorized or directed by Florida Housing. All such records and materials will remain the property of Florida Housing.

e. If the Investment Banker is required to disclose or publish the existence or terms of transactions under this engagement pursuant to Florida's Public Records Law, then the Investment Banker shall notify Florida Housing in writing of such disclosure within two days after receipt of the Public Records request.

3. Copyright, Patent and Trademark

a. If the Investment Banker brings to the performance of this engagement a pre-existing copyright, patent or trademark, the Investment Banker shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the terms of this engagement or subsequent BPA provides otherwise.

b. If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this engagement, the Investment Banker shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this engagement are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other copyrightable material are produced, the Investment Banker shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this engagement are hereby reserved to Florida Housing.

c. All subcontracts or other arrangements entered into by the Investment Banker, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g., audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

4. Files

a. Contents of the Files: The Investment Banker shall maintain files containing documentation to verify all compensation to the Investment Banker in connection with this engagement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by the Investment Banker in connection with this engagement. The Investment Banker shall also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this engagement.

b. Retaining the Files: The Investment Banker shall maintain these files for five years after the fiscal year in which the files become inactive, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files will be retained until all litigation, claims, or audit findings involving the files have been resolved.

c. Access to the Files: Upon reasonable notice, the Investment Banker and its employees shall allow Florida Housing or its agent(s) access to its files during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.

d. Return of the Files: In the event this engagement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for the Investment Banker under this engagement shall be submitted to Florida Housing within 15 days of such termination at the expense of the Investment Banker.

D. PERSONALLY IDENTIFIABLE INFORMATION (PII); SECURITY

The laws of the State of Florida, including the State Cybersecurity Act, s. 282.318, F.S. and Florida Cybersecurity Standards, Chapter 60GG-2, F.A.C. (collectively, "Florida Law") and the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. § 6801 et seq.) and the regulations promulgated thereunder, including, without limitation, the Interagency Guidelines Establishing Standards for Safeguarding Customer Information (collectively, the "Act"), impose various requirements regarding consumer privacy as well as the confidentiality, integrity, and accuracy of consumer information. Notwithstanding anything contained herein to the contrary, the provisions and requirements of this section shall only apply if and when the Investment Banker and its employees and/or agents may have access to certain confidential information of Florida Housing and nonpublic personal information pertaining to the customers of Florida Housing.

1. Definitions.

For the purposes of this section:

a. "Customer Data" means any and all data and information of any kind or nature submitted to Investment Banker by Florida Housing, or received by Investment Banker on behalf of Florida Housing, related to a natural person. Customer Data includes but is not limited to "nonpublic personal information" (as defined in the Act) necessary for Investment Banker to provide the Services, as well as "personal information" or "nonpublic information" as defined under Florida Law. Florida Housing shall remain the sole and exclusive owner of all Customer Data, regardless of whether such data is maintained on paper, magnetic tape, magnetic disk, personal computing devices (including but not limited to computers, tablets, smartphones, etc.), cloud computing systems maintained by Investment Banker or others on service provider's behalf, or any other storage or processing device.

b. "Confidential Information" shall mean all information designated by Florida Housing as confidential, including all Customer Data, and all information or data, whether marked or designated as confidential, concerning or related to Florida Housing's products, (including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general business operations (including sales costs, profits, pricing methods, organization, and employee lists), and any information obtained through access to any of Florida Housing's information systems, including, without limitation, networks, network services, computers, computer systems and communications systems (collectively, the "Information Systems"), which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. Confidential Information, other than Customer Data (which shall always remain confidential), shall not include: (a) information which is or becomes publicly available (other than by Investment Banker or such other party having the obligation of confidentiality) without breach of this engagement; (b) information independently developed by Investment Banker; or (c) information received from a third party not under a confidentiality obligation to Florida Housing.

2. Use of Confidential Information. Investment Banker shall not use, retain, copy, sell, transfer, publish, disclose, display, or otherwise make any of Florida Housing's Confidential Information available to any third party without the prior written consent of Florida Housing. Investment Banker shall hold the Confidential Information in confidence and shall not disclose or use such Confidential Information other than for the purposes contemplated by the engagement or in compliance with the requirements set forth in the Act, and/or Florida Law, and Investment Banker shall instruct all of its directors, officers, employees, agents, contractors and financial, legal and other advisors to whom it provides the Confidential Information (the "Representatives") to use the same care and discretion with respect to the Confidential Information that Investment Banker requires with respect to its own most confidential information, but in no event less than a reasonable standard of care, including the utilization of security devices or procedures designed to prevent unauthorized access to and processing of the Confidential Information. Investment Banker shall instruct its Representatives of its confidentiality obligations hereunder and not to attempt to circumvent any such security procedures and devices. Additionally, Investment Banker shall require that each of its Representatives agree to all of the same restrictions and conditions concerning Confidential Information to which Investment Banker is bound in this engagement. All Confidential Information shall be distributed only to persons having a need to know such information to perform their duties in conjunction with the engagement. Unless otherwise agreed in writing, the obligations set forth in this section shall continue perpetually and survive the termination or expiration of the engagement for any reason. Further, upon request by Florida Housing or upon termination of the engagement, Investment Banker shall deliver to Florida Housing any Confidential Information in its possession and destroy any copies of Confidential Information in Investment Banker's files, unless otherwise required under operation of law.

3. Access to Information Systems. Access, if any, to Florida Housing's Information Systems is granted solely to perform the Services under the engagement and is limited to those specific Information Systems, time periods and personnel as are separately agreed to by Florida Housing and Investment Banker from time to time. Florida Housing may require the Representatives to sign individual agreements prior to accessing Florida Housing's Information Systems. Use of Florida Housing's Information Systems during other time periods or by individuals not authorized by Florida Housing is expressly prohibited. Access is subject to Florida Housing business control and information protection policies, standards and guidelines as may be modified from time to time. Use of any other of Florida Housing's Information Systems is expressly prohibited. This prohibition applies even when an Information System that Investment Banker is authorized to access serves as a gateway to other Information Systems outside Investment Banker's scope of authorization. Investment Banker agrees to access Information Systems only from specific locations approved for access by Florida Housing. For access outside of Florida Housing's premises, Florida Housing may designate the specific network connections to be used to access Information Systems.

4. Information Security. Investment Banker shall be responsible for establishing and maintaining an information security program (the "Information Security Program") designed to satisfy all objectives set forth in the Act and Florida Law. The Investment Banker shall take full responsibility for the security of all Confidential Information in its possession or in the possession of its approved subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure, processing, or loss thereof. At a minimum, Investment Banker agrees:

a. To implement appropriate technical and organizational measures, including a network firewall and maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority, to protect Confidential Information against (i) accidental or unlawful destruction or loss, (ii) unauthorized disclosure, access, processing and exfiltration, or theft, in particular where processing involves the transmission of Confidential Information over a network, (iii) alteration, and (iv) all misuse;

b. To implement appropriate procedures to ensure that (i) unauthorized persons will not have access to the data processing equipment used to process the Confidential Information, (ii) any persons it authorizes to have access to the Confidential Information will respect and maintain the confidentiality and security of the Confidential Information, and (iii) the measures and procedures that it uses will be sufficient to comply with all legal requirements applicable to both Florida Housing and Investment Banker;

c. To provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits;

d. To ensure the transmission or exchange of Confidential Information with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g., HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES;

e. To appropriately destroy Confidential Information based on the format stored upon the expiration of any applicable retention schedules; and

f. To discipline employees that violate the Information Security Program.

5. Information Security Program Monitoring. Upon written request of Florida Housing, Investment Banker shall provide Florida Housing with viewing access of summaries of all internal and third-party security audits and security test results from the past three years to confirm that Investment Banker is satisfying its obligations under this engagement, the Act, and Florida Law. Further, during the term of this engagement, the following monitoring is required at Investment Banker's expense:

a. Investment Banker will provide Florida Housing annual written assurances that Investment Banker's Information Security Program continues to meet the requirements of this engagement.

b. Investment Banker will provide Florida Housing, on an annual basis, viewing access to copies of all audits of Investment Banker's internal controls to protect Confidential Information, Investment Banker's security program, Investment Banker's reviews to protect Confidential Information, and Investment Banker's business continuity program. Such audits may be performed by Investment Banker or Investment Banker's independent external auditors.

c. Each report prepared in connection with the audits required in this section shall contain Investment Banker's management response to any noted exceptions, together with appropriate target dates for completion of required or planned changes. In the event Florida Housing's review of any of the above audits raises issues concerning Investment Banker's continued compliance with this engagement or the requirements set forth in the Act and/or Florida Law, Florida Housing shall give written notice to Investment Banker of such issues. Within 30 days from the date of Florida Housing's initial written notification to Investment Banker, the parties shall agree upon a date by which the issues will be resolved. The parties will use their best efforts to resolve the issues, correct any problem, or make appropriate changes to the engagement that do not materially alter the original obligations of the parties. In the event such issues are not resolved before the agreed upon date, the engagement, at Florida Housing's sole option, may be terminated, and any advance payments of fees under the engagement will be prorated as of the termination date and promptly returned by Investment Banker to Florida Housing. No termination penalty shall be paid by either party.

6. Unauthorized Disclosure. Investment Banker shall (a) immediately notify Florida Housing of any actual or suspected unauthorized access to, processing, use, or disclosure of the Confidential Information not authorized by the terms of this engagement, (b) estimate the disclosure's effect on consumers, Florida Housing, and the confidentiality, integrity, and availability of the Confidential Information, including the date(s) and number of records affected by unauthorized access or processing of Confidential Information, (c) comply with Florida Housing's requests for assistance in responding to such incident, (d) specify all timelines and corrective actions taken or planned to be taken by Investment Banker to address this incident and prevent future similar incidents, and (e) otherwise abide by provisions set forth in s. 501.171, F.S.. The parties mutually agree to initiate immediate changes in security procedures and requirements in the event of such unauthorized access. Upon the occurrence of any actual or suspected unauthorized access to or use or disclosure of the Confidential Information described in clause (a) above which reasonably may be anticipated to have a material adverse effect on Florida Housing's reputation or business, Florida Housing, at its sole option, may immediately terminate the Contract upon notice to Investment Banker, and any advance payment of fees under the Contract will be prorated as of the termination date and promptly returned by Investment Banker to Florida Housing. No termination penalty shall be paid by either party.

7. Access to Premises. For the sole purpose of reviewing Investment Banker's security policies and procedures, Investment Banker shall grant Florida Housing access to Investment Banker's premises from time to time during regular business hours upon reasonable notice to Investment Banker from Florida Housing. Florida Housing shall hold in confidence and shall promptly return or destroy

all information contained in or derived from Investment Banker's policies and procedures and shall not use any such information except for the sole purpose of ensuring Investment Banker's compliance with the terms of this Contract.

8. Regulatory Oversight. Investment Banker acknowledges that Florida Housing is regulated by certain regulatory authorities (the "Regulators"), that the Regulators have examination oversight over Florida Housing, and that the Regulators have authority to examine the operations performed by Investment Banker on behalf of Florida Housing. Investment Banker will cooperate fully with Florida Housing in responding to inquiries made to Florida Housing by Regulators. In the event a Regulator determines corrective measures are required to meet the requirements of the Act and/or Florida Law, Investment Banker and Florida Housing will use their best efforts to modify the engagement to comply with such Regulator's requirements. In the event a Regulator formally objects to the relationship between Investment Banker and Florida Housing and such objection cannot be remedied, the engagement shall be deemed terminated and the parties will mutually agree to an orderly conversion of the Services to another provider of similar services.

9. Business Resumption and Contingency Plans. Investment Banker shall maintain in place a complete disaster recovery and business resumption plan sufficient to satisfy all standards and requirements set forth in the Act and Florida Law. Throughout the term of the engagement, Investment Banker will maintain recovery services that are substantially equivalent to or better than those that are in effect as of the Effective Date of this engagement. Investment Banker will provide to Florida Housing copies of its disaster recovery and business resumption plan and any test results pertaining thereto upon request by Florida Housing.

10. Insurance. Investment Banker shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Investment Banker does not carry stand-alone cyber liability coverage, Investment Banker agrees to indemnify costs related to notification, legal fees, judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this engagement.

E. ACCESSIBILITY REQUIREMENTS

Investment Banker shall ensure that all electronic deliverables provided under this Agreement, including, but not limited to, reports, PDFs, presentations, forms, data visualizations, dashboards, online tools, and other digital or web-based content, comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Deliverables must be provided in accessible formats compatible with commonly used assistive technologies. Investment Banker shall promptly remediate any accessibility deficiencies identified by Florida Housing at no additional cost and shall provide corrected deliverables within a mutually agreed-upon timeframe.

F. LOBBYING PROHIBITION

No funds, compensation or other resources received in connection with this engagement may be used directly or indirectly to influence legislation or any other official action by the Florida or Federal Legislature or any state or Federal agency. The Investment Banker further acknowledges that it has not retained the services of any lobbyist or consultant to assist in the procurement and negotiation of this engagement.

G. PUBLIC ENTITY CRIME

Pursuant to s. 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list." Investment Banker certifies that it is not listed on the convicted vendor list pursuant to s. 287.133, F.S.

Any contract in violation of this provision shall be null and void.

H. CONFLICTS OF INTEREST

1. Pursuant to s. 420.512(5), F.S.:

Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term 'service provider' means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

(a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of $100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.

(c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider's application to provide services to the corporation, whichever period is shorter.

(d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.

(e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, F.S.

(f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider.

2. Section 420.503(34), F.S., states:

"Prohibited business solicitation communication" means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.

3. By signing the letter above, the Investment Banker certifies that it shall comply with, and is currently in compliance with, s. 420.512(5), F.S., as amended.

4. In addition to the conflict of interest rules imposed by the Florida Statutes, should the Investment Banker become aware of any actual, apparent, or potential conflict of interest or should any such actual, apparent, or potential conflict of interest come into being subsequent to the effective date of this engagement and prior to the conclusion of the engagement, the Investment Banker will provide an e-mail notification to Florida Housing's Contract Administrator within 10 working days. If Florida Housing, in its sole discretion, finds the Investment Banker to be in non-compliance with this provision, without prior written consent from Florida Housing's Executive Director, any compensation received in connection with this engagement shall be subject to forfeiture to Florida Housing and all obligations on the part of Florida Housing to continue doing business with the Investment Banker or assign any future transaction to the Investment Banker shall, if Florida Housing so elects, terminate.

I. <u>OTHER PROVISIONS</u>

1. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by the Investment Banker shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder, or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by the Investment Banker. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.

2. Any power of approval or disapproval granted to Florida Housing under the terms of this engagement shall survive the terms and life of this engagement as a whole.

3. The Investment Banker understands and agrees to provide Florida Housing with a completed IRS Form W-9 upon request.

4. The Investment Banker understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in s. 20.055(5), F.S.

5. The Investment Banker understands and agrees to comply with the provisions of s. 448.095, F.S.

6. The Investment Banker attests, under penalty of perjury, that it does not meet any of the criteria in s. 287.138(2)(a) – (c), F.S.

7. The Investment Banker attests, under penalty of perjury, that it does not use coercion for labor or services as defined in s. 787.06, F.S.