

AMENDMENT TO HDS SOFTWARE LICENSE & MAINTENANCE AGREEMENT

This is an amendment to that certain SOFTWARE LICENSE & MAINTENANCE AGREEMENT BETWEEN FLORIDA HOUSING FINANCE CORPORATION & HOUSING AND DEVELOPMENT SOFTWARE, LLC, dated November 1st, 2002 (the "Agreement") by and between Housing and Development Software, LLC, a Florida limited liability corporation ("HDS"), 2685 Executive Park Drive Suite 7 & 8 Weston, Florida 33331 and Florida Housing Finance Corporation ("Client"), 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329.

WHEREAS, the parties wish to amend certain terms of the Agreement; and

THEREFORE, the parties agree as follows:

1. Schedule A of the License Agreement is hereby amended to provide MapInfo for \$4,800 with Training at \$1,300 per day plus actual airfare, and 2 (two) years of updates at \$1,800 per year effective as of November 1, 2002 and shall be paid on these terms, invoice paid upon receipt.
2. Schedule A of the Maintenance Agreement is hereby amended to include 3 (three) years of maintenance at \$1,300 per year, effective as of November 1, 2002 and shall be paid on these terms, invoice paid upon receipt.
3. Other Changes. The Agreement is hereby also amended in the following manner:

Non-Applicable

4. Entire Agreement. This Amendment, together with the Agreement, constitutes the final, complete and exclusive statement of the agreement between the parties pertaining to their subject matter and supersedes any and all prior and contemporaneous understandings or agreements of the parties.
5. Modification. This Amendment may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, modification or amendment of this Amendment shall be binding unless it is in writing and signed by both parties.
6. Inconsistency. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall govern.
7. Agreement Continues. Except with respect to the changes effected by this Amendment, the Agreement continues to remain in full force and effect.

Date: 11/11/02

Florida Housing Finance Corporation
("Client")

By: [Signature]
Title: Executive Director

[Signature]
("HDS")

By: Matt Gilson
Title: President

**SOFTWARE MAINTENANCE & SUPPORT CONTRACT
BETWEEN FLORIDA HOUSING FINANCE CORPORATION & HOUSING AND DEVELOPMENT
SOFTWARE, LLC.**

This Software Maintenance & Support Contract ("Contract") is made and entered into by and between Housing and Development Software, LLC. ("HDS"), a Florida corporation having its principal place of business at 2685 Executive Park Drive, Weston, Florida 33331-3624, and its client Florida Housing Finance Corporation ("Florida Housing"), a public body corporate and politic, located at 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32801-1329. This Contract shall bind the parties upon its execution by their representatives and shall become effective upon the date the last party signs this Contract.

In consideration of the mutual promises and agreements set forth in this Contract, HDS and Florida Housing agree as follows:

1. ATTACHMENTS

This Contract has the following attachments, which are incorporated hereto by reference:

Attachment A - Annual Maintenance and Support Fee Schedule
Attachment B - Proposal

2. SCOPE OF SERVICES

2.1 HDS shall provide ongoing "Maintenance" and "Support" of the "Software" system as described herein, and as set forth in Attachment A attached hereto. "Maintenance" is defined as periodic enhancements made to the system programs, or ongoing improvements and changes to the Software (*i.e.*, upgrades) that HDS, in its sole discretion, elects to make to such Software but that do not constitute a new version of the Software. This includes modifications as the result of changes in the Federal Government regulations. "Support" is defined as customer service related responses to end-user and technical questions directly related to the Software provided under this Contract. Support services are facilitated and effected by providing HDS modem access to Florida Housing's computer network. "Technical Support" is defined as those services that are not covered under this Contract. These services include, but are not limited to: consulting; custom programming; data recovery services due to operator error, hardware and/or network problems; and third-party software related services, billable on an hourly basis.

2.2 HDS Support personnel are available between 8:00 a.m. and 7:00 p.m. EST, Monday through Friday, except company and legal holidays. Every HDS employee's primary responsibility is to provide Support services to its clients, and HDS offers *same day* Support response, with most calls answered immediately.

3. FEES, PAYMENT AND TERM

3.1 Florida Housing will pay HDS the fee prescribed and set forth in Attachment A to this Contract on an annual basis. HDS shall have the right to change the fee once each year, after the second year, and will not increase the fee more than 10% from the prior year, effective with the next renewal date, provided that it gives Florida Housing at least thirty (30) days prior written notice of any such change. Florida Housing shall pay HDS for services outside the scope of this Contract, if any, on a time and materials basis at HDS' then-prevailing rates.

3.2 This Contract shall begin upon the date the last party signs the Contract ("Effective Date"). The initial term of this Contract shall be one year, and shall thereafter automatically renew each year for an additional one year term unless non-renewed or terminated in accordance with the provisions of Section Six (6) of this Contract.

4. RECORDS

4.1 General: HDS shall provide Florida Housing with sufficient documentation, in Florida Housing's discretion, to verify all requests for fees and/or cost reimbursement in connection with this Contract. HDS will also provide originals or copies of all the reports, records, documents, papers, letters or other material received, generated, maintained or filed by HDS in connection with this Contract. HDS shall also provide any additional records, reports or other materials as may be necessary to audit or monitor funds awarded or disbursed to HDS pursuant to this Contract.

4.2 Records Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter or other material received, generated, maintained or sent by HDS in connection with this Contract may be subject to the provisions of Sections 119.01-.19, *Florida Statutes*, as may be amended from time to time (hereinafter called "Florida's Public Records Law"). HDS acknowledges familiarity with Florida's Public Records Law and agrees to comply with Florida's Public Records Law, unless such documents are specifically exempted.

5. WARRANTIES AND REMEDIES

5.1 Warranties: HDS warrants that it will use its best efforts to perform the services under this Contract in a good and workmanlike manner, provided that: (a) the Software has not been modified, changed, or altered by anyone other than HDS, unless authorized by HDS in writing; (b) the operating environment, including both hardware and systems Software, meets HDS' recommended specifications as set forth in Attachment B; (c) the computer hardware is in good operational order and is installed in a suitable operating environment; (d) the need for service is not caused by Florida Housing or its agents, servants, employees, or contractors; (e) Florida Housing promptly notifies HDS of its need for service; and (f) all fees due to HDS have been paid.

THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS CONTRACT, THE SERVICES TO BE PROVIDED BY HDS UNDER IT, OR ANY SOFTWARE PROVIDED BY HDS TO FLORIDA HOUSING UNDER IT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.

5.2 Remedies: Florida Housing's sole and exclusive remedy and HDS' only obligation under this warranty is to redo the Services until they are performed in a good and workmanlike manner. In the event that these services cannot be provided within a reasonable time after notification, Florida Housing's sole and exclusive remedy is to terminate this Contract in accordance with the provisions of Section Six (6) of this Contract and to receive a refund of any fees paid for the period beginning on the date the problem requiring correction was reported to HDS.

UNDER NO CIRCUMSTANCES SHALL HDS BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO FLORIDA HOUSING IN AN AMOUNT THAT COLLECTIVELY EXCEEDS THE ANNUAL MAINTENANCE AND SUPPORT FEE. HDS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER INCLUDING BUT NOT LIMITED TO, ANY SUCH DAMAGES SUSTAINED AS A RESULT OF ANY BREACH OF WARRANTY OR OF THIS CONTRACT BY HDS, ANY ACT OR FAILURE TO ACT RELATING TO THIS CONTRACT OR THE SOFTWARE; HDS' NEGLIGENCE OR GROSS NEGLIGENCE, OR OTHERWISE OR FOR ANY CLAIM MADE AGAINST FLORIDA HOUSING BY ANY OTHER PARTY, EVEN IF HDS HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM.

Florida Housing warrants and represents that it shall not assert any claims against HDS based upon theories of negligence, gross negligence, strict liability, fraud, or misrepresentation and that it shall indemnify, hold harmless, and defend HDS against any claim, demand, loss, or action resulting from Florida Housing's possession or use of the Software.

6. NON-RENEWAL AND TERMINATION

6.1 After the initial one-year term of this Contract, it shall thereafter automatically renew each year for an additional one-year term until such time as either HDS or Florida Housing has given the other at least sixty (60) days prior written notice not to renew, in which case this Contract shall terminate at the end of the then-current term. HDS may also terminate this Contract with at least 180 days prior written notice with respect to any Software that has been superseded by a new version made available to Florida Housing pursuant to this Contract, but that Florida Housing has elected not to license from HDS.

6.2 If the necessary funds are not available to fund this Contract as a result of action by the Federal Government, the Florida Office of the Comptroller, the Florida Legislature, the Florida Office of Policy and Budget, the Secretary of the Florida Department of Community Affairs, or the Florida State Board of Administration, as applicable, all obligations on the part of Florida Housing to make any further payment of funds shall cease and Florida Housing shall terminate this Contract by giving written notice, through first class certified mail, return receipt requested ("Termination Notice"), to the HDS representative as identified in Section Seven (7) herein.

6.3 Florida Housing may terminate the Contract without cause and the Contract will automatically terminate on the tenth (10th) day after HDS receives the Termination Notice.

6.4 Florida Housing will unilaterally terminate this Contract on the tenth (10th) day after HDS receives the Termination Notice, if HDS fails to comply with Florida's Public Records Law.

6.5 Florida Housing will unilaterally terminate this Contract on the tenth (10th) day after HDS receives the Termination Notice, if HDS fails to comply with the terms and conditions set forth in Section 420.512(5), *Florida Statutes*.

6.6 Florida Housing may terminate the Contract for cause by sending the Termination Notice to the HDS representative as identified in Section eleven (7) herein. The Contract will automatically terminate on the tenth (10th) day after HDS receives the Termination Notice.

6.7 This Contract may be terminated by the written mutual consent of both parties. The Contract will automatically terminate on the thirtieth (30th) day after all the parties consent to the Termination Notice sent to the HDS representative as identified in Section Seven (7) herein.

7. NOTICE AND CONTACT

7.1 All notices required pursuant to this Contract shall be in writing, through first class certified mail, return receipt requested, to the representative identified below at the address set forth below.

7.2 The name and address of the representative of HDS responsible for the administration of this Contract is:

Mr. Matt Gilson
President
Housing and Development Software, LLC.
2685 Executive Park Drive
Weston, Florida 33331-3624

7.3 The name and address of the Florida Housing program contact for this Contract is:

Ms. Veronica Scott
Information Technology Administrator
Florida Housing Finance Corporation
227 North Bronough Street, Suite 5000
Tallahassee, FL 32301-1329

8. CONVICTED VENDOR CLAUSE

8.1 Section 287.133(2)(a), *Florida Statutes*, states:

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to 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...for a period of 36 months from the date of being placed on the convicted vendor list.

8.2 By executing this Contract, HDS certifies that neither HDS nor any of its employees, affiliates or agents has been placed on the State of Florida's convicted vendor list at any time during the prior 36 months.

9. CONFLICTS OF INTEREST

9.1 Pursuant to Section 420.512(5), *Florida Statutes*:

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 Section 120.565, *Florida Statutes*.

(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.

9.2 Section 420.503(31), *Florida Statutes*, 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.

9.3 By executing this Contract, HDS certifies that it will comply and is in compliance with Section 420.512(5), *Florida Statutes*, as may be amended from time to time.

10. LICENSE

To the extent that any Software improvements, changes, or enhancements (*i.e.*, upgrades) or any new versions of the Software are provided to Florida Housing pursuant to this Contract, Florida Housing agrees that they will be licensed to Florida Housing under the terms and provisions of the Computer Software License Contract previously executed by the parties hereto, which is incorporated herein by reference.

11. COOPERATION

Florida Housing agrees to provide HDS with reasonable cooperation, facilities, and access necessary for the performance of HDS' obligations under this Contract.

12. DEFAULT

In the event of default by Florida Housing, HDS may terminate this Contract in accordance with the provisions of Section Six (6) of this Contract. Events of default include, but are not limited to: (a) Florida Housing's failure to pay any fee within forty-five (45) days of being invoiced; (b) Florida Housing's insolvency or bankruptcy; or (c) the breach of Florida Housing of any of the terms or conditions of this Contract or the Computer Software License Contract incorporated herein. Florida Housing shall pay all costs, reasonable attorneys' fees (trial and appellate) and expenses, including expert witness fees, incurred by HDS as a result of any legal action in connection with this Contract.

13. TRAVEL AND EXPENSES

Florida Housing will reimburse HDS travel-related costs in accordance with the Florida Housing Travel Policy, dated February 7, 2001, and as amended from time to time. Reimbursements will be made in accordance with the Florida Housing Travel Policy in effect at the time of travel.

14. GENERAL

14.1 Entire Agreement: This Contract, including any and all attachments, embodies the complete and exclusive agreement between the parties relating to the subject matter hereof, supersedes any and all prior oral or written communications, proposals, and agreements, and may not be waived or modified except by written agreement of the parties.

14.2 Counterparts: This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

14.3 Interest on Late Payments: Amounts unpaid by Florida Housing on or after the thirtieth (30th) day of the date the payment is due shall be subject to one and one-half percent (1-1/2%) interest per month, which shall be added to the amount due and owing to HDS and which shall never exceed the maximum rate established by the Florida Comptroller in accordance with Section 55.03 *Florida Statutes*.

14.4 Jurisdiction & Venue: This Contract shall be governed by the laws of the State of Florida and any action brought under this Contract or related to the Services shall be brought exclusively in the courts of Leon County, Florida.

14.5 Section Headings: The paragraph headings in this Contract are for convenience only and form no part of this Contract and shall not affect its interpretation.

14.6 Force Majeure: In the event that HDS is unable to provide Services because of any cause outside of its reasonable control, HDS' obligation to provide Services shall be suspended for the duration of the cause of the inability to perform.

14.7 Severability of Provisions: If any provision of this Contract shall be illegal, void or unenforceable, the remaining portion shall remain in full force and effect.

14.8 No Waiver: No delay or failure of HDS in exercising any right under this Contract and no partial or single exercise of any right by HDS shall be deemed to constitute a waiver of that right or any other right under this Contract.

14.9 No Assignment: Florida Housing's rights under this Contract shall not be assigned, transferred or sub-licensed.

ATTACHMENT A

ANNUAL MAINTENANCE AND SUPPORT FEE SCHEDULE

1. The Software covered by this Software Maintenance & Support Contract is described as follows:

Housing Project Portfolio System:

Project Management & Database

Project Underwriting

Project Allocation & Accounting

Compliance Monitoring & Asset Management

HPP Application & Asset Management Web Module

Loan Servicing

2. Contract Fees:

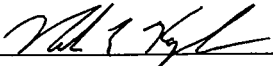
Housing Project Portfolio System and Loan Servicing Modules Annual Maintenance Fee Schedule			
Service	Fee	Quantity	Total
*First Year - Maintenance and Support			
Housing Project Portfolio	\$8,500.00	1	\$8,500.00
Loan Servicing	\$4,500.00	1	\$4,500.00
Total First Year Annual Maintenance Fee			\$13,000.00

3. The date on which the first Annual Maintenance Fee is due is the date the Software is delivered to Florida Housing.

This Contract, including any and all attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions or obligations between the parties. This Contract supersedes all previous oral or written communications, representations or agreements on this subject.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their undersigned representatives as duly authorized.

FLORIDA HOUSING FINANCE CORPORATION

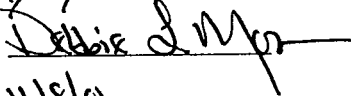
By: 

Name and Title: Mark E. Kaplan, Executive Director

Date: 11/8/01

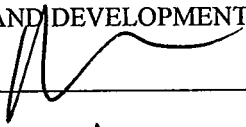
Witness: 

Date: 11/8/01

Witness: 

Date: 11/8/01

HOUSING AND DEVELOPMENT SOFTWARE, LLC

By: 

Name and Title: Matt Gilson, President

Date: 11/11/01

Witness: 

Date: 11/11/01

Witness: 

Date: 11/11/01