

**THIRTEENTH AMENDMENT TO
COMMITMENT TO PURCHASE FINANCIAL INSTRUMENT
and
HFA PARTICIPATION AGREEMENT**

This Thirteenth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (this “Amendment”) is entered into as of the date set forth on Schedule A attached hereto as the Thirteenth Amendment Date (the “Amendment Date”), by and among the United States Department of the Treasury (“Treasury”), the undersigned party designated as HFA whose description is set forth in Schedule A attached hereto (for convenience, a “state housing finance agency” or “HFA”) and the undersigned institution designated by HFA to participate in the program described below (“Eligible Entity”).

Recitals

WHEREAS, Treasury, HFA and Eligible Entity entered into that certain Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Original HPA”) dated as of the Closing Date set forth on Schedule A attached hereto, as previously amended by those certain Amendments to Commitment to Purchase Financial Instrument and HFA Participation Agreement dated as of their respective dates as set forth on Schedule A attached hereto (each, an “Amendment” and together with the Original HPA as amended thereby, the “Current HPA”), in connection with Treasury's federal housing program entitled the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets (the “HHF Program”), which was established pursuant to the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.), as amended, and as the same may be amended from time to time (“EESA”);

WHEREAS, on February 19, 2016 Treasury announced that it would (i) extend the HHF Program through 2020, and (ii) make \$2 billion of additional assistance available under the HHF Program (the “Fifth Round Funding”) to help prevent foreclosure and stabilize housing markets in certain states that had previously received HHF Program funding for such purposes; and

WHEREAS, Treasury, HFA and Eligible Entity wish to enter into this Amendment to memorialize the extension of the HHF Program, increase the amount of HHF Program funds available to Eligible Entity hereunder, and make certain other changes to the terms of the Current HPA and the Exhibits and Schedules attached thereto.

Accordingly, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Treasury, HFA and Eligible Entity agree as follows.

Agreement

1. Amendments

- A. End of Term. The definition of End of Term in Section 2(A)(14) of the Current HPA is hereby deleted and replaced with the following:

“End of Term” shall mean the last day of the calendar month in which the Eligible Entity makes the last disbursement of HHF Program funds in furtherance of the Services, which shall occur no later than December 31, 2021 (or such later date as Treasury may determine in its sole discretion with written notice to Eligible Entity and HFA). For the sake of clarity, Capital Draws shall not be permitted after the End of Term other than for payment of Permitted Expenses.

B. Bring Down Certificate. Section 2(A)(15) of the Current HPA is hereby amended by (i) striking “on each anniversary of the Effective Date during the Term (as defined below)” and replacing it with “on each anniversary of the Effective Date through September 30, 2016, and from and after October 1, 2016, no later than one hundred twenty (120) days after the end of each of their respective fiscal years”, and (ii) by adding to the end “A final certification shall be delivered by each of HFA and Eligible Entity on the Final Repayment Date (as defined in the Financial Instrument).”

C. Program Participation Cap. Section 3(D) of the Current HPA is hereby deleted in its entirety and replaced with the following:

D. The value of this Agreement is limited to the amount set forth in Schedule A as the Program Participation Cap, as may be adjusted from time to time as set forth on Schedule F attached hereto (the “Program Participation Cap”). Notwithstanding anything to the contrary contained herein, the aggregate Purchase Price payable to Eligible Entity under this Agreement with respect to all Services described on the Service Schedules may not exceed the amount of the Program Participation Cap.

D. Performance Reports. Section 4(A) is hereby amended by (i) striking the third sentence and replacing it with “HFA shall submit the Performance Report to Treasury or its designee no later than forty-five (45) days after the end of each calendar quarter and otherwise as requested by Treasury. After Treasury has communicated in writing that the Performance Report is in a form acceptable to Treasury, HFA shall promptly post the Performance Report to its website”; and (ii) adding to the end “A final Performance Report shall be delivered no later than forty-five (45) days after the end of the calendar quarter in which the End of Term occurs.”

E. Financial Reporting. Section 4(G) of the Current HPA is hereby deleted in its entirety and replaced with the following:

G. Each of HFA and Eligible Entity shall provide annual audited financial statements to Treasury no later than one hundred twenty (120) days after the end of its respective fiscal year, commencing with the first fiscal year ending after the Effective Date, and concluding with the fiscal year in which the End of Term occurs. Eligible Entity shall provide quarterly unaudited financial statements to Treasury no later than forty-five (45) days after the end of each quarter, commencing with the first full quarter ending after the Effective Date and concluding with the quarter in which the End of Term occurs.

F. Term. Section 5(A) of the Current HPA is hereby deleted in its entirety and replaced with the following:

(A) The term of this Agreement (“Term”) shall begin on the Effective Date and extend to the End of Term, or earlier termination of this Agreement by Treasury pursuant to the provisions hereof, or earlier suspension or termination of the Services by Treasury. Subject to the foregoing, new Services may be undertaken (e.g., approval of assistance actions with respect to unique homeowners or properties, including, where applicable, final underwriting decisions and payment schedules), through and including December 31, 2020 (or such later date as may be determined by Treasury in its sole discretion upon prior written notice to Eligible Entity). It is understood and agreed that certain administrative, monitoring, reporting, compliance and oversight obligations and requirements set forth in this Agreement and the Financial Instrument survive the expiration or termination of this Agreement or the End of Term, and that funds are to be reserved as set forth in Schedule C to pay for the cost of the same, through and including the Final Repayment Date.

G. Modifications.

(a) Section 9(A) of the Current HPA is hereby amended by inserting “and except as expressly set forth herein,” after “Subject to Section 9.B.,”

(b) Section 9(B) of the Current HPA is hereby amended by adding the following at the end:

Notwithstanding anything to the contrary contained herein, Treasury may approve revisions proposed by Eligible Entity and HFA to any Schedule or Exhibit attached hereto, by written notice to Eligible Entity and HFA, pursuant to a procedure established by Treasury in its sole discretion and provided to Eligible Entity and HFA. The applicable Schedule or Exhibit shall be deemed modified for all purposes hereunder as of the date such written notice is received pursuant to Section 8 hereof.

(c) Section 9(C) of the Current HPA is hereby amended by deleting the last sentence in its entirety.

H. Exhibit A. Exhibit A attached to the Current HPA is hereby deleted in its entirety and replaced with Exhibit A attached to this Amendment.

I. Schedule A. Schedule A attached to the Current HPA is hereby deleted in its entirety and replaced with Schedule A attached to this Amendment.

J. Schedule B. Schedule B attached to the Current HPA is hereby deleted in its entirety and replaced with Schedule B attached to this Amendment.

K. Schedule C. Schedule C attached to the Current HPA is hereby deleted in its entirety and replaced with Schedule C attached to this Amendment.

- L. Schedule F. A new Schedule F is added to the Current HPA in the form attached to this Amendment as Schedule F.
- M. Definitions. All references in the Current HPA to the "Agreement" shall mean the Current HPA, as further amended by this Amendment; all references in the Current HPA to the "Financial Instrument" shall mean the Second Amended and Restated Financial Instrument in the form attached to this Amendment as Exhibit A; and all references in the Current HPA to Exhibit A or Schedules A, B, C or F shall mean the Exhibit A or Schedules A, B, C or F attached to this Amendment. All references herein to the "HPA" shall mean the Current HPA, as further amended by this Amendment.

2. **Substitution of Financial Instrument.**

Eligible Entity shall deliver to Treasury on the date hereof a Second Amended and Restated Financial Instrument in the form attached to this Amendment as Exhibit A. By executing this Amendment, Treasury, HFA and Eligible Entity authorize The Bank of New York Mellon to cancel the Financial Instrument previously delivered under the Current HPA against delivery of such Second Amended and Restated Financial Instrument and direct The Bank of New York Mellon to return the cancelled Financial Instrument to (or at the direction of) the Eligible Entity.

3. **Representations, Warranties and Covenants**

A. HFA and Eligible Entity. HFA and Eligible Entity, each for itself, make the following representations, warranties and covenants to Treasury and the truth and accuracy of such representations and warranties and compliance with and performance of such covenants are continuing obligations of HFA and Eligible Entity, each as to itself. In the event that any of the representations or warranties made herein cease to be true and correct or HFA or Eligible Entity breaches any of its covenants made herein, HFA or Eligible Entity, as the case may be, agrees to notify Treasury immediately and the same shall constitute an Event of Default under the HPA.

(1) HFA and Eligible Entity each hereby certifies, represents and warrants as of the date hereof that each of the representations and warranties of HFA or Eligible Entity, as applicable, contained in the HPA are true, correct, accurate and complete in all material respects as of the date hereof. All covenants of HFA or Eligible Entity, as applicable, contained in the HPA shall remain in full force and effect and neither HFA, nor Eligible Entity is in breach of any such covenant.

(2) Eligible Entity has the full corporate power and authority to enter into, execute, and deliver this Amendment, the Second Amended and Restated Financial Instrument, and any other closing documentation delivered to Treasury in connection therewith, and to perform its obligations hereunder and thereunder.

(3) HFA has the full legal power and authority to enter into, execute, and deliver this Amendment and any other closing documentation delivered to Treasury in connection therewith, and to perform its obligations hereunder and thereunder.

4. Miscellaneous

A. The recitals set forth at the beginning of this Amendment are true and accurate and are incorporated herein by this reference.

B. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the HPA.

C. Any provision of the HPA that is determined to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the HPA, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.

D. This Amendment may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic copies of this Amendment, the Second Amended and Restated Financial Instrument, and any other closing documentation delivered in connection therewith, shall be treated as originals for all purposes.

[SIGNATURE PAGE FOLLOWS; REMAINDER OF PAGE
INTENTIONALLY LEFT BLANK]

In Witness Whereof, HFA, Eligible Entity and Treasury by their duly authorized officials hereby execute and deliver this Thirteenth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement as of the Amendment Date.

HFA:

FLORIDA HOUSING FINANCE
CORPORATION

By: /s/ Stephen P. Auger
Name: Stephen P. Auger
Title: Executive Director

TREASURY:

UNITED STATES DEPARTMENT OF THE
TREASURY

By: _____
Name: Mark McArdle
Title: Deputy Assistant Secretary for
Financial Stability

ELIGIBLE ENTITY:

FLORIDA HOUSING FINANCE
CORPORATION

By: /s/ Stephen P. Auger
Name: Stephen P. Auger
Title: Executive Director

EXHIBITS AND SCHEDULES

Exhibit A	Form of Second Amended and Restated Financial Instrument
Schedule A	Basic Information
Schedule B	Service Schedules
Schedule C	Permitted Expenses
Schedule F	HHF Fifth Round Funding Reallocation Model

EXHIBIT A

FORM OF SECOND AMENDED AND RESTATED FINANCIAL INSTRUMENT

This Second Amended and Restated Financial Instrument is delivered by the undersigned party (“Eligible Entity”) as provided in Section 1 of the Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Commitment”), entered into as of the Effective Date, as modified by those certain Amendments to Commitment to Purchase Financial Instrument and HFA Participation Agreement dated as of the dates set forth on Schedule A to the Commitment (together, the “Agreement”), by and among the United States Department of the Treasury (“Treasury”), the party designated as HFA in the Commitment (“HFA”) and Eligible Entity.

This Second Amended and Restated Financial Instrument is effective as of May 3, 2016. All of the capitalized terms that are used but not defined herein shall have the meanings ascribed to them in the Agreement.

Recitals

WHEREAS, Eligible Entity executed and delivered that certain Amended and Restated Financial Instrument dated as of September 23, 2010 to Treasury (“Original Financial Instrument”); and

WHEREAS, Treasury and Eligible Entity desire to amend certain terms of the Original Financial Instrument regarding repayment of the Purchase Price in connection with the extension of the HHF Program through 2020 and availability of additional assistance under the HHF Program Fifth Round Funding; and

WHEREAS, Treasury and the Eligible Entity desire to restate and replace the Original Financial Instrument in its entirety.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Eligible Entity agrees as follows:

1. Eligible Entity Obligation; Purchase Price Consideration.

- (a) Eligible Entity shall perform all Services described in the Service Schedules in consideration for the Purchase Price described in subsection (b) below, in accordance with the terms and conditions of the Agreement, to the satisfaction of Treasury. The conditions precedent to the payment by Treasury of the Purchase Price with respect to the Services are set forth in Section 3(B) of the Agreement.
- (b) This Second Amended and Restated Financial Instrument is being purchased by Treasury pursuant to Section 3 of the Agreement through the payment by Treasury of various payments referred to collectively in the Agreement as the “Purchase Price”. This Second Amended and Restated Financial Instrument is being purchased by Treasury in connection with Eligible Entity’s participation in the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets program (the “HHF Program”) created under the Emergency Economic

Stabilization Act of 2008 (12 U.S.C. 5201 et seq.) as amended, as the same may be amended from time to time (“EESA”).

2. Repayment of Purchase Price.

If a recipient of HHF Program funds repays any or all of the funds received from Eligible Entity in connection with the Services (“Repaid Funds”), and such repayment occurs on or before the Final Repayment Date (hereinafter defined), Eligible Entity shall deposit such Repaid Funds in the Depository Account and use such Repaid Funds to provide Services or to fund the Permitted Expenses to the extent the full amount as indicated on Schedule C to the Agreement has not been drawn from Treasury pursuant to Section 3(A) of the Agreement. Any Repaid Funds retained by Eligible Entity to fund Permitted Expenses shall correspondingly reduce the amount that Eligible Entity may draw from Treasury pursuant to Section 3(A) of the Agreement to fund Permitted Expenses.

For the sake of clarity, if a recipient of HHF Program funds repays any or all of the funds received from Eligible Entity in connection with the Services, and such repayment occurs after the Final Repayment Date, such repaid funds shall not be considered HHF Program funds.

3. Final Repayment. In the event Eligible Entity is holding any HHF Program funds, including, but not limited to, amounts reserved for payment of Permitted Expenses and Repaid Funds, as of the date that is ninety (90) days after the End of Term (the “Final Repayment Date”), all such funds shall be returned to Treasury or its designee prior to 1:00pm Eastern Time on the Final Repayment Date. For the sake of clarity, no Capital Draws will be permitted after the Final Repayment Date.

4. Security Interest. As security for the performance of the Services and the other obligations of Eligible Entity under the Agreement, as such obligations are evidenced in this Second Amended and Restated Financial Instrument, Eligible Entity has granted to Treasury a first lien priority security interest in the Depository Account and in any moneys, or investments, if any, held therein.

5. Representations, Warranties and Covenants. Eligible Entity represents and warrants that the representations and warranties set forth in the Agreement, on the date hereof, are, and on the date of each Capital Draw hereunder, shall be, true, correct, accurate and complete in all material respects. The truth and accuracy of such representations and warranties are continuing obligations of Eligible Entity. Additionally, all covenants of Eligible Entity set forth in Section 2 of the Agreement are incorporated herein by reference and Eligible Entity, on the date hereof, is not, and on the date of each Capital Draw hereunder, shall not be in breach of any such covenants. In the event that any of the representations or warranties made herein or in the Agreement cease to be true and correct, or the Eligible Entity breaches any of the covenants made herein or in the Agreement, Eligible Entity agrees to notify Treasury immediately and the same shall constitute an Event of Default hereunder.

6. Limitation of Liability

IN NO EVENT SHALL TREASURY, OR ITS OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO ELIGIBLE ENTITY WITH RESPECT TO THE SERVICES OR THE AGREEMENT, OR FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH THE FOREGOING, FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO DIRECT DAMAGES, INDIRECT DAMAGES, LOST PROFITS, LOSS OF BUSINESS, OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE OR UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT TREASURY'S OBLIGATION TO REMIT PURCHASE PRICE PAYMENTS TO ELIGIBLE ENTITY IN ACCORDANCE WITH THE AGREEMENT.

7. Indemnification

Eligible Entity agrees as set forth on Schedule E to the Agreement, which Schedule E is hereby incorporated into this Second Amended and Restated Financial Instrument by reference.

IN WITNESS WHEREOF, Eligible Entity hereby executes this Second Amended and Restated Financial Instrument on the date set forth below.

[INSERT FULL LEGAL NAME OF ELIGIBLE ENTITY]

By: _____
Name: _____
Title: _____

Date: _____, 2016

SCHEDULE A

BASIC INFORMATION

Eligible Entity Information:

Name of the Eligible Entity:	Florida Housing Finance Corporation ¹
Corporate or other organizational form:	a public corporation and a public body corporate and politic, established and existing under the Florida Housing Finance Corporation Act, as amended, Chapter 420, Part V, Florida Statutes.
Jurisdiction of organization:	Florida
Notice Information:	

HFA Information:

Name of HFA:	Florida Housing Finance Corporation ¹
Organizational form:	a public corporation and a public body corporate and politic, established and existing under the Florida Housing Finance Corporation Act, as amended, Chapter 420m, Part V, Florida Statutes.
Date of Application:	April 16, 2010
Date of Action Plan:	September 1, 2010
Notice Information:	

<u>Program Participation Cap:</u>	\$1,135,735,674.00
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<u>Portion of Program Participation Cap Representing Original HHF Funds:</u>	\$418,000,000.00
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¹ References in the Agreement to the term "HFA" shall mean the Florida Housing Finance Corporation, in its capacity as HFA as such term is used in the Agreement; and references in the Agreement to the term "Eligible Entity" shall mean the Florida Housing Finance Corporation, in its capacity as Eligible Entity as such term is used in the Agreement.

Notwithstanding anything to the contrary in the Agreement, (A) for purposes of Section 4(G) thereof, annual audited financial statements shall be due no later than one hundred eighty (180) days after the end of Florida Housing Finance Corporation's fiscal year, and (B) for purposes of Section 7 thereof, the powers and authority of Florida Housing Finance Corporation shall be governed by and construed in accordance with the laws of the State of Florida.

<u>Portion of Program Participation Cap Representing Unemployment HHF Funds:</u>	\$238,864,755.00
<u>Rounds 1-4 Funding Allocation:</u>	\$1,057,839,136.00
<u>Round 5 Funding Allocation:</u>	\$77,896,538.00
<u>Permitted Expenses:</u>	\$124,891,404.00
<u>Closing Date:</u>	June 23, 2010
<u>First Amendment Date:</u>	September 23, 2010
<u>Second Amendment Date:</u>	September 29, 2010
<u>Third Amendment Date:</u>	December 16, 2010
<u>Fourth Amendment Date:</u>	March 31, 2011
<u>Fifth Amendment Date:</u>	May 30, 2012
<u>Sixth Amendment Date:</u>	September 28, 2012
<u>Seventh Amendment Date:</u>	April 25, 2013
<u>Eighth Amendment Date:</u>	September 20, 2013
<u>Ninth Amendment Date:</u>	July 11, 2014
<u>Tenth Amendment Date:</u>	January 29, 2015
<u>Eleventh Amendment Date:</u>	April 21, 2015
<u>Twelfth Amendment Date:</u>	September 29, 2015
<u>Thirteenth Amendment Date:</u>	May 3, 2016
<u>Eligible Entity Depository Account Information:</u>	See account information set forth in the Depository Account Control Agreement between Treasury and Eligible Entity regarding the HHF Program.

SCHEDULE B

SERVICE SCHEDULES

The Service Schedules attached as Schedule B to the Current HPA are hereby deleted in their entirety and replaced with the attached Service Schedules (numbered sequentially as Service Schedule B-1, Service Schedule B-2, et. Seq.), which collectively comprise Schedule B to the HPA.

SERVICE SCHEDULE B-1

**Florida Hardest Hit Fund
Unemployment Mortgage Assistance Program
Summary Guidelines**

1. Program Overview	<p>The Unemployment Mortgage Assistance Program (“UMAP” or the “Program”) focuses on the creation of a sustainable solution to keep Florida unemployed or substantially underemployed homeowners in their current homes by helping those who are struggling to make their current mortgage payments because of hardships sustained since purchasing the home. The Florida Housing Finance Corporation (“Florida Housing”) will use HHF funds to pay up to twelve (12) months of the mortgage payments on behalf of a qualified homeowner based on the criteria and requirements of each servicer. HHF funds will be used to pay, directly to the first mortgage loan servicer, the monthly mortgage payment (principal and interest plus any required escrow payments, such as taxes and insurance) required under the first mortgage loan. This will provide a reasonable period of time for homeowners to become re-employed at a salary that is sufficient for them to either resume making full mortgage payments or qualify for a mortgage modification that will lower the payments on the mortgage to an affordable level. Alternatively, borrowers who have suffered a financial hardship due to death, divorce or disability will have a reasonable time to mitigate their hardship sufficient for them to either resume making full mortgage payments or qualify for a mortgage modification that will lower the payments on the mortgage to an affordable level.</p>
2. Program Goals	<ul style="list-style-type: none">• Preserving homeownership.• Protecting home values.
3. Target Population/ Areas	<p>To determine geographic targeting for employment-related HHF funding, Florida Housing carried out an analysis of data, relying on data similar to that used by Treasury to allocate funding, to determine the hardest hit areas of the state. Florida Housing evaluated three measures across all sixty-seven Florida counties – housing price decline from peak prices, unemployment rate and seriously delinquent mortgage loans – and then combined ratios for each to create an allocation methodology that will guide how funding is geographically targeted. The majority of the HHF funds will be allocated to those counties that were determined to be hardest hit, although there will be funds available to all sixty-seven counties.</p>

4. Program Allocation (Excluding Administrative Expenses)	\$274,509,247
5. Borrower Eligibility Criteria	<ul style="list-style-type: none"> • Borrower must be a legal U.S. citizen or lawful permanent resident. • At least one borrower must be able to document that he or she is unemployed or substantially underemployed and must provide a financial hardship affidavit. A borrower and/or co-borrower who suffers a hardship that has resulted in a loss of income of at least 10% will be considered “substantially underemployed”. Alternatively, an applicant who is able to document a financial hardship due to a qualifying death, divorce or disability will be required to provide a financial hardship affidavit with appropriate documentation as to the cause of their hardship, as specified in the program guidelines. • The maximum household income level for participation will be 140% of the Area Median Income (AMI). • The total housing expense (PITIA) must exceed 31% of the total gross income of the household. • Borrowers who have unencumbered liquid assets or cash reserves (not including retirement or qualified education plans) equal to or exceeding three times the total monthly mortgage payment (including tax and insurance payments) or \$5,000, whichever is greater, must first use those assets above such amount towards mortgage payments before being eligible for HHF funds.

<p>6. Property/Loan Eligibility Criteria</p>	<ul style="list-style-type: none"> • The property must be a single-family home, a condominium unit, a townhome, a manufactured or mobile home on foundation permanently affixed to real estate owned by the borrower, or a two-four family dwelling unit of which one unit is occupied by the mortgagor as his or her principal residence. • The property must be the borrower’s principal residence, be located in Florida, and not be abandoned, vacant or condemned. • The outstanding principal balance of the first mortgage must be \$400,000 or less at the time of application, regardless of number of dwelling units.
<p>7. Program Exclusions</p>	<ul style="list-style-type: none"> • Applicants who have voluntarily left work without good cause or have been discharged by the employing unit for misconduct connected with his or her work, based on a finding by the Department of Economic Opportunity. • Bankruptcies that have not been discharged or dismissed. • The borrower may not have an ownership interest in more than one property other than his or her primary residence. • The servicer is not required to accept mortgage assistance payments if a notice of trustee/sheriff sale has been recorded and the trustee/sheriff sale is scheduled less than seven days from date the servicer is notified of borrower approval by the HFA. • Condominium units where financial reporting for the condominium association, pursuant to s. 718.111(13), F.S., for the most recent two years are not provided by the applicant.
<p>8. Structure of Assistance</p>	<p>HHF funds under UMAP will be made available to homeowners in the form of a zero-percent interest, non-recourse, forgivable loan. This loan will be evidenced by a note and mortgage in favor of Florida Housing. The HHF loan is forgivable and will be for a period of five and a half (5.5) years. The first 20% of the loan will be forgiven eighteen (18) months after the loan closing. The remainder of the loan will be forgiven 20% per year annually thereafter.</p> <p>If the homeowner sells the home during any part of the loan term,</p>

	<p>the remaining principal balance will be due to Florida Housing in the event there are sufficient equity proceeds from the sale. If there is not enough equity in the home to repay the entire amount due, Florida Housing will forgive the excess portion or all of the remaining principal balance so as to not create additional hardships on the seller at closing. Any loans repaid will be recycled back into the Program and used to provide assistance to additional homeowners for the duration of the Program in accordance with the Agreement.</p>
<p>9. Per Household Assistance</p>	<p>Estimated Median Amount Mortgage Payments - \$12,000 Maximum Amount – \$24,000</p> <p>Borrowers who have previously received HHF assistance and were not involuntarily terminated and borrowers who are currently receiving HHF assistance and remain in good standing are eligible for the additional assistance being offered under the changes to the UMAP and MLRP programs, but only to the extent that the total of the HHF assistance received does not exceed the following limits:</p> <ul style="list-style-type: none"> • UMAP – 12 months or \$24,000, whichever comes first • MLRP with UMAP – maximum of \$18,000 towards reinstatement • MLRP only – maximum of \$25,000 towards reinstatement
<p>10. Duration of Assistance</p>	<p>The homeowner can receive up to twelve (12) months’ of monthly mortgage payments from Florida Housing.</p>
<p>11. Estimated Number of Participating Households</p>	<p>Florida Housing anticipates that this strategy will be able to serve approximately 25,000 homeowners in the aggregate between UMAP and MLRP and over a five-year period.</p>
<p>12. Program Inception/ Duration</p>	<p>The Program commenced in June 2012. It is anticipated that assistance will be committed through December 31, 2020.</p>
<p>13. Program Interactions with Other Programs (e.g. other HFA programs)</p>	<p>This Program will interact with the Mortgage Loan Reinstatement Program (“MLRP”). Borrowers who qualify for UMAP will have arrearages on their first mortgage reinstated up front in an amount not to exceed \$18,000. The maximum amount of combined UMAP and MLRP assistance is \$42,000. Maximum combined assistance with all HHF programs is \$92,000.</p>
<p>14. Program Interactions with HAMP</p>	<p>HHF funds would be utilized prior to the HAMP forbearance described in Supplemental Directive 10-04. Implementing the Program in this order is the most beneficial to the customer and</p>

	<p>investor since payments would continue to be made instead of capitalized and no late charges or adverse credit reporting would occur. If the borrower has already been through an UP forbearance before applying for this Program, then this Program may follow UP.</p>
<p>15. Program Leverage with Other Financial Resources</p>	<p>Many servicers have in-house mortgage modification products that can be used in conjunction with this Program. Florida Housing will work with servicers to determine how these programs may best be combined.</p> <p>Servicers will not charge administrative fees (e.g., NSF, late charges) in any month where a full contract payment is made. If the loan is reinstated or modified following HFA mortgage assistance, servicers will waive all administrative fees accrued since the beginning of the delinquency.</p>

SERVICE SCHEDULE B-2

Florida Hardest Hit Fund Mortgage Loan Reinstatement Program Summary Guidelines

1. Program Overview	The Mortgage Loan Reinstatement Program (“MLRP” or the “Program”) focuses on the creation of a sustainable solution to keep Florida homeowners in their current homes by helping those who have fallen behind on their mortgage payments because of financial hardship sustained since purchasing the home as a result of unemployment, substantial underemployment, death, divorce or disability. HHF funds will be used to pay, directly to the first mortgage loan servicer, payments which include items such as principal and interest plus any required escrow payments (such as taxes and insurance), late fees and insufficient fund fees.
2. Program Goals	<ul style="list-style-type: none">• Preserving homeownership.• Protecting home values.
3. Target Population/ Areas	To determine geographic targeting for HHF funding, the Florida Housing Finance Corporation (“Florida Housing”) carried out an analysis of data, relying on data similar to that used by Treasury to allocate funding, to determine the hardest hit areas of the state. Florida Housing evaluated three measures across all sixty-seven Florida counties – housing price decline from peak prices, unemployment rate and seriously delinquent mortgage loans – and then combined ratios for each to create an allocation methodology that will guide how funding is geographically targeted. The majority of the HHF funds will be allocated to those counties that were determined to be hardest hit, although there will be funds available to all sixty-seven counties.
4. Program Allocation (Excluding Administrative Expenses)	\$202,898,139
5. Borrower Eligibility Criteria	<ul style="list-style-type: none">• Borrower must be a legal U.S. citizen or lawful permanent resident.• At least one borrower must be able to document that he or she is unemployed or substantially underemployed and must provide a financial hardship affidavit. A borrower and/or co-borrower who suffers a hardship that has resulted in a loss of income of at least 10% will be considered “substantially underemployed”. Alternatively, an applicant who is able to

	<p>document a financial hardship due to a qualifying death, divorce or disability will be required to provide a financial hardship affidavit with appropriate documentation as to the cause of their hardship, as specified in the program guidelines.</p> <ul style="list-style-type: none"> • The maximum household income level for participation will be 140% of the Area Median Income (AMI). • For MLRP-only applicants, the total housing expense (PITIA) must be less than 31% of the total gross income of the household unless the applicant can show that he or she has recovered from the hardship and is no longer “substantially underemployed”. • Borrowers who have unencumbered liquid assets or cash reserves (not including retirement or qualified education plans) equal to or exceeding three times the total monthly mortgage payment (including tax and insurance payments) or \$5,000, whichever is greater, must first use those assets above such amount towards reinstatement before being eligible for HHF funds.
<p>6. Property/Loan Eligibility Criteria</p>	<ul style="list-style-type: none"> • The property must be a single-family home, a condominium unit, a townhome, a manufactured or mobile home on foundation permanently affixed to real estate owned by the borrower, or a two-four family dwelling unit of which one unit is occupied by the mortgagor as his or her principal residence. • The property must be the borrower’s principal residence, be located in Florida, and not be abandoned, vacant or condemned. • The outstanding principal balance of the first mortgage must be \$400,000 or less at the time of application, regardless of number of dwelling units.
<p>7. Program Exclusions</p>	<ul style="list-style-type: none"> • Applicants who have voluntarily left work without good cause or has been discharged by the employing unit for misconduct connected with his or her work, based on a finding by the Department of Economic Opportunity. • Bankruptcies that have not been discharged or dismissed. • The borrower may not have an ownership interest in more

	<p>than one property other than his or her primary residence.</p> <ul style="list-style-type: none"> • The servicer is not required to accept mortgage assistance payments if a notice of trustee/sheriff sale has been recorded and the trustee/sheriff sale is scheduled less than seven days from date the servicer is notified of borrower approval by the HFA. • Condominium units where financial reporting for the condominium association, pursuant to s. 718.111(13), F.S., for the most recent two years are not provided by the applicant.
<p>8. Structure of Assistance</p>	<p>HHF funds under the Mortgage Loan Reinstatement Program will be made available to homeowners in the form of a zero-percent interest, non-recourse, forgivable loan. This loan will be evidenced by a note and mortgage in favor of Florida Housing. The HHF loan is forgivable and will be for a period of five and a half (5.5) years. The first 20% of the loan will be forgiven eighteen (18) months after the loan closing. The remainder of the loan will be forgiven 20% per year annually thereafter.</p> <p>If the homeowner sells the home during any part of the loan term, the remaining principal balance will be due to Florida Housing in the event there are sufficient equity proceeds from the sale. If there is not enough equity in the home to repay the entire amount due, Florida Housing will forgive the excess portion or all of the remaining principal balance so as to not create additional hardships on the seller at closing. Any loans repaid will be recycled back into the Program and used to provide assistance to additional homeowners for the duration of the Program in accordance with the Agreement.</p>

9. Per Household Assistance	<p>Estimated Median Amount Mortgage Payments - \$9,000 Maximum Amount – \$18,000 for those using both UMAP and MLRP; \$25,000 for those needing MLRP only.</p> <p>Borrowers who have previously received HHF assistance and were not involuntarily terminated and borrowers who are currently receiving HHF assistance and remain in good standing, are eligible for the additional assistance being offered under the changes to the UMAP and MLRP programs, but only to the extent that the total of the HHF assistance received does not exceed the following limits:</p> <ul style="list-style-type: none"> • UMAP – 12 months or \$24,000, whichever comes first • MLRP with UMAP – maximum of \$18,000 towards reinstatement • MLRP only – maximum of \$25,000 towards reinstatement
10. Duration of Assistance	<p>Assistance is provided as a one-time payment.</p>
11. Estimated Number of Participating Households	<p>Florida Housing anticipates that this strategy will be able to serve approximately 25,000 homeowners in the aggregate between UMAP and MLRP over a five year period.</p>
12. Program Inception/ Duration	<p>The Program commenced in June 2012. It is anticipated that assistance will be committed through December 31, 2020.</p>
13. Program Interactions with Other Programs (e.g. other HFA programs)	<p>This Program will interact with the Unemployment Mortgage Assistance Program (“UMAP”). Borrowers who qualify for UMAP will have arrearages on their first mortgage reinstated up front in an amount not to exceed \$18,000. The maximum amount of combined UMAP and MLRP assistance is \$42,000. Maximum combined assistance with all HHF programs is \$92,000.</p>
14. Program Interactions with HAMP	<p>HHF funds would be utilized prior to the HAMP forbearance described in Supplemental Directive 10-04. Implementing the Program in this order is the most beneficial to the customer and investor since payments would continue to be made instead of capitalized and no late charges or adverse credit reporting would occur. If the borrower has already been through an UP forbearance before applying for this Program, then this Program may follow UP.</p>
15. Program Leverage with Other Financial Resources	<p>Many servicers have in-house mortgage modification products that can be used in conjunction with this Program. Florida Housing will work with servicers to determine how these programs may best be combined.</p>

	<p>Servicers will not charge administrative fees (e.g., NSF, late charges) in any month where a full contract payment is made. If the loan is reinstated or modified following HFA mortgage assistance, servicers will waive all administrative fees accrued since the beginning of the delinquency.</p>
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SERVICE SCHEDULE B-3

**Florida Hardest Hit Fund
Modification Enabling Pilot Program (MEP)
Summary Guidelines**

<p>1. Program Overview</p>	<p>This Modification Enabling Pilot Program (“MEP”) is being administered by the Florida Housing Finance Corporation (“Florida Housing”) in partnership with National Community Capital LLC (“NCC”) and other eligible entities (together “MEP Program Managers”). Funding under this Program is designed to provide directed assistance to eligible borrowers with the intent to permanently modify and reduce the borrower’s primary loan amount to an affordable level to achieve a monthly total housing payment that does not exceed 35% of the borrower’s monthly income. Borrowers meeting the eligibility requirements described in Section 5 below may be eligible for MEP assistance.</p> <p>Eligible loan pools under MEP include loans in Florida sold by the Department of Housing and Urban Development (“HUD”), Fannie Mae, and Freddie Mac. Loans are also eligible if serviced by a regulated financial institution that has executed a Servicer Participation Agreement with Florida Housing.</p> <p>The Florida Housing MEP Program Manager agreement will be used to enable and facilitate permanent modifications by advancing a forgivable loan to eligible borrowers in an amount not to exceed \$50,000.00 to enable a loan modification to occur immediately. MEP funding may not be used to reduce the principal balance of an eligible borrower’s primary mortgage loan below 100% of the current market value of the property. However, the MEP Program may reduce the principal amount of an eligible borrower’s mortgage loan below 100% of the property’s current market value to achieve a permanently modified mortgage loan as long as the MEP Program Managers fund this reduction with private capital and not MEP funding. As the funding formula for the maximum amount MEP assistance expressly states, a floor of 100% of the property’s current market value assures that MEP’s assistance is limited to funding principal reduction for eligible borrowers only down to 100% of the property’s current market value.</p> <p>The MEP Program may be used to permanently modify and reduce the principal balance of the existing first mortgage loan to the lesser of:</p>
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	<ul style="list-style-type: none"> • A loan amount not greater than 115% but not less than 100% of the current market value of the property (as long as the reduced loan amount results in a monthly total housing payment that does not exceed 35% of the borrower’s adjusted gross monthly income); or • A loan amount which results in a monthly total housing payment that does not exceed 35% of the borrower’s adjusted gross monthly income. <p>In order to make the mortgage payments affordable to the borrower, a MEP forgivable subordinate mortgage loan of up to \$50,000.00 will be made to eligible borrowers to fund a modification of the primary mortgage loan.</p>
2. Program Goals	The central goal of MEP is to help homeowners avoid foreclosure by permanently modifying a borrower’s primary mortgage to achieve a monthly total housing payment that does not exceed 35% of the borrower’s adjusted gross monthly income.
3. Target Population/Areas	The targeted populations are households with distressed loans that the MEP Program Manager is able to demonstrate it has the delegated authority to modify consistent with the terms of MEP.
4. Program Allocation (Excluding Administrative Expenses)	\$50,000,000.00
5. Borrower Eligibility Criteria	<p>Eligible borrowers under MEP must meet the following criteria:</p> <ul style="list-style-type: none"> • Must be a legal U.S. Citizen or lawful permanent resident. • Must document adjusted household income that does not exceed 140% Area Median Income (AMI). • Must demonstrate an ability to maintain a financial obligation for the home based upon an affordable mortgage with a total monthly housing payment equal to or less than 35% of their gross monthly income. • Must meet the LTV requirements described in this Section. <p>Borrowers with current total primary mortgage debt (which includes customary: corporate advances such as principal and interest, costs related to an initiated foreclosure, escrow advances such as property taxes and insurance payments, and excluding late fees and servicing fees, together “Total Primary Mortgage Debt” as further defined in the program guidelines) equal to or greater than 100% of the property’s current market value are eligible for MEP assistance if they meet one of the following financial</p>

	<p>hardships and provide a financial hardship affidavit.</p> <p>Eligible financial hardships include:</p> <ul style="list-style-type: none"> • Reduced income due to changes in employment • Medical condition(s) • Divorce • Death <p>Borrowers that are unable to document any of these financial hardships may be eligible for MEP assistance if their current UPB is equal to or greater than 115% of the property's current market value.</p>
<p>6. Property/Loan Eligibility Criteria</p>	<ul style="list-style-type: none"> • Property must be the borrower's principal residence, located in Florida and may not be abandoned, vacant or condemned. • The property must be a single family home, a condominium, a townhome, a manufactured or mobile home on foundation permanently affixed to real estate owned by the mortgagor, or a two-four family dwelling unit of which one unit is occupied by the mortgagor as their principal residence that is owner-occupied with a UPB equal to or less than \$400,000.00. • Mortgage must a distressed loan with a Total Primary Mortgage Debt that equals or exceeds the required percentages described in Section 5 above. Market value will be established by a FIRREA-compliant appraisal completed by an appraiser licensed and in good standing under Chapter 475 of the Florida statutes at the time the appraisal is performed or by an interior/exterior Broker's Price Opinion (BPO).
<p>7. Program Exclusions</p>	<ul style="list-style-type: none"> • Borrowers whose Total Primary Mortgage Debt is less than 100% of the property's current market value. • Borrowers who are in an active Chapter 7 bankruptcy. • Dodd-Frank exclusion for having been convicted of a mortgage-related felony in the past ten years.
<p>8. Structure of Assistance</p>	<p>The structure of assistance will be provided as an up-front, forgivable loan to eligible borrowers for up to \$50,000.00 depending upon individual circumstances. The note evidencing the mortgage loan will carry the following terms:</p>

	<ul style="list-style-type: none"> • Zero-percent (0%) interest, zero-payment loan • Five-year term in favor of Florida Housing with a pro rata 20% forgiveness of the original second mortgage loan amount on each annual anniversary date. The note will be extinguished on the fifth (5th) anniversary date providing the borrower has satisfied all terms of the loan. <p>If a property is sold on or before the end of the five-year term, the loan is “due on sale” and any net proceeds due to Florida Housing after reducing the sales price by:</p> <ul style="list-style-type: none"> • usual and customary costs of sale and attorney’s fees; • taxes and any other payments due to federal, state and local governmental entities; and • satisfaction of the first mortgage loan amount due MEP Program Managers and their successors and assigns. <p>If there are insufficient or no net proceeds available after reducing the sale amount by the above items, all or a portion of the note will be forgiven as not to create additional hardships on the borrower/seller at the time of closing. Any loan proceeds that are returned to the Program will be recycled back into the Program and used to provide assistance to additional homeowners for the duration of the Program in accordance with the Agreement.</p>
9. Per Household Assistance	\$50,000.00 is the maximum amount of assistance. \$48,000 is the estimated median amount of assistance.
10. Duration of Assistance	MEP assistance will be disbursed in full upon the loan closing for qualified applicants.
11. Estimated Number of Participating Households	It is anticipated that the MEP will assist a minimum of 1,100 households in avoiding imminent foreclosures.
12. Program Inception/Duration	This Program component will begin in May 2013 and it is projected that assistance will be committed through December 31, 2020.
13. Program Interactions with Other Programs (e.g. other HFA programs)	MEP will interact with Florida Housing’s Mortgage Loan Reinstatement Program (“MLRP”) and Unemployment Mortgage Assistance Program (“UMAP”). Borrowers may receive assistance from more than one of these programs as long as the total combined assistance does not exceed \$92,000.
14. Program Interactions with HAMP	MEP may also be combined or used in conjunction with the HAMP. MEP may be available (in addition to the reduction or elimination of the non-interest bearing forbearance) for a HAMP

	loan only when the loan has lost its good standing status.
15. Program Leverage with Other Financial Resources	Private capital mortgage debt forgiveness will be used to permanently modify and reduce the borrower's loan amount to an affordable level.

SERVICE SCHEDULE B-4

Florida Hardest Hit Fund Principal Reduction (PR) Program Summary Guidelines

1. Program Overview	The Principal Reduction (“PR”) Program is designed to assist severely underwater, low-to-moderate income homeowners who have been consistently “current” on their mortgage payments by providing Hardest Hit Funds to reduce the amount of their outstanding principal loan balance to an amount as close to 100% LTV as possible and reduce their monthly mortgage payment. By bringing such a program online in 2013, we will be assisting the homeowners who have stayed in their homes, remained committed to their neighborhoods and honored their obligation to make their mortgage payments. Most strategic defaulters have already abandoned their homes and, as home prices have now mostly stabilized throughout the state, there is less of a danger that home values will decline further after Hardest Hit Funds are made available to the homeowners.
2. Program Goals	The goal of PR is to assist severely underwater homeowners who have been honoring their promise to make their mortgage payments by reducing the amount of the unpaid principal balance on their first mortgage to an amount that is in line with the current value of the property, subject to program limits. In addition, the program will also further assist these homeowners by recasting or refinancing their loan and thus reducing their monthly mortgage payment.
3. Target Population/Areas	Low-to-moderate income borrowers who are severely underwater ($\geq 115\%$ LTV) and who have been “current” on their first mortgage payments for the past two years.
4. Program Allocation (Excluding Administrative Expenses)	\$350,000,000.00
5. Borrower Eligibility Criteria	Eligible borrowers under PR must meet the following criteria: <ul style="list-style-type: none">• Must be a legal U.S. Citizen or lawful permanent resident.• Must document adjusted household income that does not exceed 140% Area Median Income (“AMI”).• Must have an Unpaid Principal Balance (“UPB”) on their first mortgage loan that does not exceed \$350,000.

	<ul style="list-style-type: none"> • Must have a Loan-to-Value (“LTV”) ratio on their first mortgage loan of 115% or greater. • Must show that they have remained “current” on their payments on their first mortgage loan, meaning that they cannot have been 60 days or more late on their payments within the last two years.
6. Property/Loan Eligibility Criteria	<ul style="list-style-type: none"> • Property must be the borrower’s principal residence, located in Florida and may not be abandoned, vacant or condemned. • The property must be a single family home, a condominium, a townhome, a manufactured or mobile home on foundation permanently affixed to real estate owned by the mortgagor, or a two-four family dwelling unit of which one unit is occupied by the mortgagor as their principal residence. • The homeowner must have acquired the property prior to January 1, 2010. • The servicer must agree to recast the borrower’s first mortgage loan unless such loan is in a GNMA security (i.e. is an FHA, VA or USDA-RD loan). For GNMA-secured loans, the borrower is required to refinance the loan within 180 days from the date that the principal reduction payment is made on their behalf. • The borrower’s first mortgage loan must be with a regulated financial institution.
7. Program Exclusions	<ul style="list-style-type: none"> • Borrowers who have a subordinate lien that is in foreclosure. • Borrowers with bankruptcies that have not been discharged or dismissed. • Dodd-Frank exclusion for having been convicted of a mortgage-related felony in the past ten years.
8. Structure of Assistance	<p>The structure of assistance will be provided as an up-front, forgivable loan to eligible borrowers for up to \$50,000.00. The note evidencing this mortgage loan will carry the following terms:</p> <ul style="list-style-type: none"> • Zero-percent (0%) interest, zero-payment loan; • Five-year term with a pro rata 20% forgiveness of the original mortgage loan amount on each annual anniversary date. The note will be forgiven on the fifth (5th)

	<p>anniversary date providing the borrower has satisfied all terms of the loan. Exception: for GNMA-secured loans, if the borrower fails to refinance the loan within 180 days from the date that the principal reduction payment is made on their behalf, then the loan will only be forgiven 100% at the end of the fifth year (no incremental forgiveness).</p> <p>If a property is sold on or before the end of the five-year term, the loan is “due on sale” and any net proceeds are due to satisfy the amount of the loan that has not been forgiven.</p> <p>If there are insufficient or no net proceeds available, all or a portion of the note will be forgiven as not to create additional hardships on the borrower/seller at the time of closing. Any loan proceeds that are returned to the Program would be recycled back into the Program and used to provide assistance to additional homeowners for the duration of the Program in accordance with the Agreement.</p>
9. Per Household Assistance	Up to \$50,000.00 or the amount necessary to reduce the UPB on the first mortgage loan to 100% LTV, whichever is less. If the household has received HHF assistance under any other HHF program, the maximum amount of all assistance may not exceed \$92,000. The minimum amount of assistance needed must equal or exceed \$5,000.
10. Duration of Assistance	PR assistance will be disbursed in full to the borrower’s servicer upon loan closing and agreement of the servicer to accept the PR funds.
11. Estimated Number of Participating Households	It is anticipated that the PR Program will assist approximately 10,000 households.
12. Program Inception/Duration	The PR Program will begin in August 2013 and it is projected that assistance will be committed through December 31, 2020.
13. Program Interactions with Other Programs (e.g. other HFA programs)	The PR Program will most likely not interact with Florida’s other current HHF programs. If the household has received HHF assistance under any other HHF Program, the maximum amount of all assistance may not exceed \$92,000.
14. Program Interactions with HAMP	None.
15. Program Leverage with Other Financial Resources	Servicers will be required to recast a borrower’s first mortgage loan, except if the loan is in a GNMA security (i.e. FHA, VA or USDA-RD loans). Borrowers with GNMA-secured loans will be

	<p>required to execute a streamline (or equivalent) refinance to receive the benefit of incremental forgiveness of the HHF loan. Both the recast and the refinance will result in a lower monthly mortgage payment for the borrower.</p>
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SERVICE SCHEDULE B-5

**Florida Hardest Hit Fund
Elderly Mortgage Assistance Program (Elmore)
Summary Guidelines**

1. Program Overview	<p>The Elderly Mortgage Assistance Program (“Elmore”) is designed to assist senior homeowners in Florida who are facing foreclosure due to the inability to pay their property taxes, homeowners’ insurance and homeowners’ and/or condo association dues (“Property Charges”) now that the senior homeowners have been paid all the equity that they were due under the terms of their Home Equity Conversion Mortgage (HECM), as well as other types of “Reverse Mortgages”.</p> <p>The Florida Housing Finance Corporation (“Florida Housing”) will use HHF funds to provide an up-front, forgivable loan to eligible borrowers to be used to (i) repay the amounts advanced on their behalf by their mortgage loan servicer for the payment of Property Charges and (ii) pay the anticipated amount of upcoming Property Charges for a set period of time or until they recover from the hardship.</p>
2. Program Goals	The goal of the Elmore Program is to help senior homeowners remain in their homes.
3. Target Population/Areas	Low-to-moderate income senior Reverse Mortgage borrowers who have suffered a hardship that has resulted in the inability to repay the amounts advanced on their behalf by their mortgage loan servicer for the payment of Property Charges.
4. Program Allocation (Excluding Administrative Expenses)	\$25,000,000.00
5. Borrower Eligibility Criteria	<p>Eligible borrowers under Elmore must meet the following criteria:</p> <ul style="list-style-type: none">• Must be a legal U.S. Citizen or lawful permanent resident.• Must document adjusted household income that does not exceed 140% Area Median Income (“AMI”).• Must have suffered a hardship that has resulted in the inability to repay the amounts advanced on their behalf

	<p>by their mortgage loan servicer for the payment of Property Charges. Such hardships may include:</p> <ul style="list-style-type: none"> ○ Medical expenses; ○ Home repairs for systems or appliances or due to a natural disaster (fire, hurricane, etc.); ○ Reduction in household income; ○ Unemployment or underemployment; ○ Divorce; ○ Disability and the resulting expenses for specialized equipment, care or retrofitting for the home; and ○ Victimization by burglary, fraud or financial exploitation. <ul style="list-style-type: none"> ● Must show a reasonable likelihood of recovering from the hardship so as to afford the Property Charges on an ongoing basis using methods of analysis specified in the program guidelines.
<p>6. Property/Loan Eligibility Criteria</p>	<ul style="list-style-type: none"> ● Property must be the borrower’s principal residence, located in Florida and may not be abandoned, vacant or condemned. ● The property must be currently subject to a reverse mortgage. ● The borrower’s Reverse Mortgage must be serviced by a HUD-approved HECM servicer or a regulated financial institution.
<p>7. Program Exclusions</p>	<ul style="list-style-type: none"> ● Borrowers who have a subordinate lien that is in foreclosure. ● Borrowers with bankruptcies that have not been discharged or dismissed. ● Dodd-Frank exclusion for having been convicted of a mortgage-related felony in the past ten years.
<p>8. Structure of Assistance</p>	<p>The structure of assistance will be provided as an up-front, forgivable loan to eligible borrowers for up to \$50,000 depending upon individual circumstances. The note evidencing the subordinate mortgage loan will carry the following terms:</p>

	<ul style="list-style-type: none"> • Zero-percent (0%) interest, zero-payment loan; • Two-year term with a pro rata 50% forgiveness of the original mortgage loan amount on each annual anniversary date. The note will be forgiven on the second (2nd) anniversary date providing the borrower has satisfied all terms of the loan. <p>If a property is sold on or before the end of the two-year term, the loan is “due on sale” and any net proceeds are due to satisfy the amount of the loan that has not been forgiven.</p> <p>If there are insufficient or no net proceeds available, all or a portion of the note will be forgiven so as not to create additional hardships on the borrower/seller at the time of closing. Any loan proceeds that are returned to the Program would be recycled back into the Program and used to provide assistance to additional homeowners for the duration of the Program in accordance with the Agreement.</p>
9. Per Household Assistance	<p>The lesser of \$50,000 or the amount necessary to (i) repay the amounts advanced on the borrower’s behalf by its mortgage loan servicer for the payment of Property Charges and (ii) pay anticipated Property Charges for up to twelve (12) months or until recovery from the hardship. If the household has received HHF assistance under any other HHF program, the maximum amount of all assistance may not exceed \$75,000.</p>
10. Duration of Assistance	<p>Assistance will be disbursed in full to the borrower’s servicer upon loan closing and agreement of the servicer to accept the HHF funds.</p>
11. Estimated Number of Participating Households	<p>It is anticipated that the Elmore Program will assist approximately 1,700 senior households in Florida who are delinquent under the terms of their reverse mortgage.</p>
12. Program Inception/Duration	<p>The Elmore Program will begin in October 2013 and it is projected that assistance will be committed through December 31, 2020.</p>
13. Program Interactions with Other Programs (e.g. other HFA programs)	<p>The Elmore Program will most likely not interact with Florida’s other current HHF programs. Elmore does interact with the U.S. Department of Housing and Urban Development’s (HUD) Home Equity Conversion Mortgage (HECM) Program and will provide funding to eligible Non-Borrowing Spouses as detailed in HUD Mortgagee Letter 2014-07 and any subsequent Mortgagee Letters or</p>

	amendments.
14. Program Interactions with HAMP	None.
15. Program Leverage with Other Financial Resources	FHFC is partnering with the Florida Department of Elder Affairs, local Area Agencies on Aging, Fannie Mae, the National Council on Aging, and others to coordinate the reinstatement that is being done through the Elmore Program with other available resources. Specifically, senior homeowners will be screened for eligibility for other assistance, such as assistance with the costs of food and medicine, to free up income that may be used towards future property tax and homeowners' insurance bills. This "benefits check-up" will show whether there is a reasonable likelihood that the senior homeowners will be able to afford their Property Charges on an ongoing basis.

SERVICE SCHEDULE B-6

**Florida Hardest Hit Fund
Down Payment Assistance Program
Summary Guidelines**

1. Program Overview	The Down Payment Assistance (“DPA”) Program will provide an incentive to qualified homebuyers to purchase a primary residence in targeted areas in Florida. Providing incentives to qualified homebuyers in housing markets that have been hardest hit by serious delinquency, negative equity, distressed sales, and foreclosures will strengthen demand in those areas, stabilize housing prices and prevent future foreclosures. This Program will initially be offered as a pilot that includes five Florida counties.
2. Program Goals	The goal of the DPA Program is to help homeowners avoid foreclosure by assisting in the stabilization of housing prices in targeted areas. Florida will identify meaningful indicators that will enable them to track and quantify the DPA Program’s impact in the targeted areas.
3. Target Population/Areas	Targeted areas are those counties identified in the DPA Program Guide including: Duval, Hillsborough, Orange, Brevard, and Volusia counties (“Targeted Area”). For these five counties, Florida Housing evaluated five housing market distress indicators across all sixty-seven Florida counties—seriously delinquent mortgage loans, negative equity, short sales, REO sales, and foreclosures—as well as loan origination volume. Targeted counties exceed the statewide rate in at least four out of the five distressed housing market indicators, and a minimum threshold origination volume was achieved in these counties in 2014.
4. Program Allocation (Excluding Administrative Expenses)	\$108,436,884
5. Borrower Eligibility Criteria	Eligible borrowers must qualify for and meet all requirements of a Florida HFA Homebuyer Loan Program first mortgage loan originated through a participating lender. Allowable first mortgage loans are 30-year, fixed-rate loans from the Federal

	<p>Housing Administration (FHA), Veterans Administration (VA), U.S. Department of Agriculture – Rural Development (RD), Fannie Mae and Freddie Mac. Eligible borrowers must also meet the following criteria:</p> <ul style="list-style-type: none"> • Must meet income limits that do not exceed 140% of the Area Median Income (“AMI”), as specified in the DPA Program Guide. • Borrowers must be First-Time Homebuyers. For purposes of the DPA Program, a First-Time Homebuyer is someone who has not had an ownership interest in their primary residence in the past three years, unless qualifying under a Veteran’s Exception or purchasing a home in a Federally Designated Targeted Area as specified in the DPA Program Guide. • First-Time Homebuyers, unless qualifying under a Veteran's Exception or those who are exempt by purchasing a home in a Federally Designated Targeted Area as specified in the DPA Program Guide, must complete a DPA Program-approved pre-purchase homebuyer education course. • Borrowers must be a legal U.S. citizen or lawful permanent resident or otherwise meet the applicable Agency (FHA, VA, USDA-RD) or GSE (Fannie Mae or Freddie Mac) requirements. • Borrowers must be able to provide a Dodd-Frank affidavit as specified in the DPA Program Guide. • Borrowers must be credit-worthy and meet minimum FICO scores, and have a maximum debt-to-income (DTI) ratio no greater than 45%, each as specified in the DPA Program Guide.
<p>6. Property/Loan Eligibility Criteria</p>	<ul style="list-style-type: none"> • The property must be a single-family home, a condominium unit, a townhome, a manufactured or mobile home on foundation permanently affixed to real estate owned by the borrower, or a two-four family dwelling unit of which one unit is to be occupied by the mortgagor as his or her principal residence. • Must be the borrower’s primary residence. • Property must be located in a Targeted Area. • Property must meet Florida HFA Homebuyer Loan Program purchase price limits as specified in the DPA

	<p>Program Guide.</p> <ul style="list-style-type: none"> • Meet all applicable Agency (FHA, VA, USDA-RD) or GSE (Fannie Mae & Freddie Mac) underwriting guidelines.
7. Program Exclusions	<ul style="list-style-type: none"> • Borrowers, properties and loans not meeting DPA Program eligibility requirements as specified in the DPA Program Guide or Agency/GSE underwriting criteria. • Dodd-Frank exclusion for having been convicted of a mortgage-related felony in the past ten years.
8. Structure of Assistance	<p>Down payment assistance, including reasonable and customary closing costs, will be made available to homeowners in the form of a zero-percent (0%) interest, non-recourse, forgivable second mortgage loan with a five-year term. This loan will be evidenced by a note and mortgage in favor of Florida Housing. The second mortgage will be forgivable at the rate of 20% per year over the five year term of the loan. Florida Housing reserves the right to resubordinate the second mortgage as further detailed in the DPA Program Guide.</p> <p>If the borrower sells the home during any part of the loan term, the remaining principal balance will be due to Florida Housing in the event there are sufficient equity proceeds from the sale. If there is not enough equity in the home to repay the entire amount due, Florida Housing will forgive the excess portion or all of the remaining principal balance. Any loans repaid will be recycled back into the Program and used to provide assistance to additional homeowners for the duration of the Program in accordance with the Agreement.</p>
9. Per Household Assistance	\$15,000
10. Duration of Assistance	DPA Program funds will be used to reimburse participating lenders who table fund the loan at closing once it is determined that all DPA Program requirements have been met.
11. Estimated Number of Participating Households	It is anticipated that the DPA Program will assist approximately 7,230 households.
12. Program Inception/Duration	The DPA Program will begin in 2015 and it is projected that assistance will be committed through 2020.

<p>13. Program Interactions with Other Programs (e.g. other HFA programs)</p>	<p>The DPA Program will take advantage of an existing infrastructure of participating lenders who are already actively originating both first mortgage and down payment assistance loans as part of Florida’s current HFA Homebuyer Loan Programs. If the borrower has received HHF assistance under any other HHF program, the maximum amount of all assistance may not exceed \$65,000.</p>
<p>14. Program Interactions with HAMP</p>	<p>None.</p>
<p>15. Program Leverage with Other Financial Resources</p>	<p>Florida HFA Homebuyer Loan Programs often use tax-exempt bonds as a source of funding for the accompanying first mortgage loans. In addition, funds may be leveraged by our lenders using additional subsidy programs such as State Housing Initiative Partnership (SHIP) Funds, Federal Home Loan Bank down payment assistance, Neighborhood Stabilization Program (NSP) Funds or HOME funds.</p>

SCHEDULE C
PERMITTED EXPENSES

	Florida
<i>One-time / Start-Up Expenses:</i>	
Initial Personnel	\$0.00
Building, Equipment, Technology	\$1,600.00
Professional Services	\$19,782.00
Supplies / Miscellaneous	\$212.00
Marketing /Communications	\$15,365.00
Travel	\$18,075.00
Website development /Translation	\$141,370.00
Contingency	\$0.00
Subtotal	\$196,404.00
<i>Operating / Administrative Expenses:</i>	
Salaries	\$32,560,000.00
Professional Services (Legal, Compliance, Audit, Monitoring)	\$3,770,000.00
Travel	\$925,000.00
Buildings, Leases & Equipment	\$2,110,000.00
Information Technology & Communications	\$13,810,000.00
Office Supplies/Postage and Delivery/Subscriptions	\$895,000.00
Risk Management/ Insurance	\$450,000.00
Training	\$1,445,000.00
Marketing/PR	\$1,505,000.00
Miscellaneous	\$2,000,000.00
Subtotal	\$59,470,000.00
<i>Transaction Related Expenses:</i>	
Recording Fees	\$4,375,000.00
Wire Transfer Fees	\$280,000.00
<i>Counseling Expenses</i>	
File Intake	\$0.00
Decision Costs	\$36,720,000.00
Successful File	\$5,410,000.00
Key Business Partners On-Going	\$18,440,000.00
Subtotal	\$65,225,000.00
Grand Total	\$124,891,404.00
% of Total Award	11.00%
Award Amount	\$1,135,735,674

SCHEDULE F

HHF FIFTH ROUND FUNDING REALLOCATION MODEL

This Schedule F describes a uniform model (the “Reallocation Model”) designed to maximize the utilization of the \$2 billion made available under the HHF Program Fifth Round Funding. In general, the Reallocation Model reallocates unused Fifth Round funding to states participating in the HHF Program that meet certain defined criteria for utilization of HHF Program funds. The aggregate amount obligated under the Fifth Round Funding will not increase at any time.

I. Definitions

- (a) “2016 Utilization Threshold” shall mean having Drawn at least 70% of the Rounds 1-4 Funding Allocation.
- (b) “2017 Utilization Threshold” shall mean having Drawn at least 95% of the Rounds 1-4 Funding Allocation.
- (c) “2018 Utilization Threshold” shall mean having Drawn at least 80% of the Program Participation Cap.
- (d) “Annual Reallocation Amount” shall mean the aggregate amount, if any, by which the Program Participation Caps set forth in all HFA Participation Agreements are reduced pursuant to the Reallocation Model, as applied with respect to each Utilization Threshold.
- (e) “Drawn” shall mean having made Capital Draws pursuant to Section 3(A) of the Agreement.
- (f) “HFA Participation Agreements” shall mean, collectively, the Commitments to Purchase Financial Instrument and HFA Participation Agreements entered into by the States, as amended from time to time.
- (g) “Population” shall mean the most recent *Annual Estimate of the Resident Population for a State* as determined by the United States Census Bureau from time to time.
- (h) “Recipient State” shall mean each State that has achieved the Utilization Threshold for the applicable year, provided that such State is not then in default under its HFA Participation Agreement. Notwithstanding the foregoing, in the event a State declines an increase to its Program Participation Cap and Round 5 Funding Allocation for which it is eligible pursuant to this Schedule F, such State shall not be considered a Recipient State.
- (i) “Rounds 1-4 Funding Allocation” is the amount set forth on Schedule A as “Rounds 1-4 Funding Allocation.”
- (j) “Round 5 Funding Allocation” is the amount set forth on Schedule A as “Round 5 Funding Allocation”, as adjusted from time to time in accordance with this Schedule F.

- (k) “Share of Annual Reallocation Amount” shall mean a Recipient State’s share of the applicable Annual Reallocation Amount, as determined using the methodology described in Section IV below. If the Annual Reallocation Amount is zero, then the Share of Annual Reallocation Amount will be zero for the applicable year.
- (l) “State” shall mean any or each of Alabama, Arizona, California, Florida, Georgia, Illinois, Indiana, Kentucky, Michigan, Mississippi, New Jersey, Nevada, North Carolina, Ohio, Oregon, Rhode Island, South Carolina, Tennessee, and Washington, D.C.
- (m) “Utilization Threshold” means each of the 2016 Utilization Threshold, the 2017 Utilization Threshold and the 2018 Utilization Threshold.

II. Reduction of Program Participation Cap and Round 5 Funding Allocation:

- (a) If Eligible Entity does not achieve the 2016 Utilization Threshold on or before December 31, 2016, each of the Program Participation Cap and Round 5 Funding Allocation shall be reduced by an amount equal to 50% of the Round 5 Funding Allocation as of such date.
- (b) If Eligible Entity does not achieve the 2017 Utilization Threshold on or before December 31, 2017, each of the Program Participation Cap and the Round 5 Funding Allocation shall be reduced by up to 100% of the Round 5 Funding Allocation as of such date.
- (c) If Eligible Entity does not achieve the 2018 Utilization Threshold on or before December 31, 2018, each of the Program Participation Cap and Round 5 Funding Allocation shall be reduced by an amount equal to that portion of the Round 5 Funding Allocation which has not yet been Drawn nor obligated with respect to a unique homeowner or property as of such date.

III. Increase of Program Participation Cap and Round 5 Funding Allocation:

- (a) If Eligible Entity achieves the 2016 Utilization Threshold on or before December 31, 2016, each of the Program Participation Cap and Round 5 Funding Allocation shall be increased by the State’s Share of the Annual Reallocation Amount with respect to such date.
- (b) If Eligible Entity achieves the 2017 Utilization Threshold on or before December 31, 2017, each of the Program Participation Cap and the Round 5 Funding Allocation shall be increased by the State’s Share of the Annual Reallocation Amount with respect to such date.
- (c) If Eligible Entity achieves the 2018 Utilization Threshold on or before December 31, 2018, each of the Program Participation Cap and Round 5 Funding Allocation shall be increased by the State’s Share of the Annual Reallocation Amount with respect to such date.

IV. Methodology for Determining Recipient State’s Share of Annual Reallocation Amount

If Eligible Entity has achieved the Utilization Threshold and the Annual Reallocation Amount is greater than zero for the applicable year, the Program Participation Cap and Round 5 Funding Allocation will be increased by an amount calculated as follows:

First, calculate the “Per Capita Amount” for each Recipient State. The Per Capita Amount shall be calculated as the Annual Reallocation Amount divided by the sum of the Population of all Recipient States.

Second, calculate the “Utilization Percentage” for each Recipient State.

The Utilization Percentage with respect to the 2016 Utilization Threshold and the 2017 Utilization Threshold shall be calculated as the lesser of (I) the ratio of (x) aggregate Capital Draws made by the Recipient State under its HFA Participation Agreement as of December 31, 2016 and December 31, 2017, respectively, to (y) the Recipient State’s Rounds 1-4 Funding Allocation as of such dates, or (II) 100%.

The Utilization Percentage with respect to the 2018 Utilization Threshold shall be calculated as the ratio of (x) aggregate Capital Draws made by the Recipient State under its HFA Participation Agreement as of December 31, 2018, to (y) such Recipient State’s Program Participation Cap as of such date.

Third, calculate a “Utilization Score” for each Recipient State by standardizing the Utilization Percentages using the z-score methodology, a standard statistical standardization procedure. The Utilization Score for each Recipient State is calculated as (I)(x) the Utilization Percentage for such Recipient State, less (y) the mean Utilization Percentage for all Recipient States (“Average”), divided by (II) the standard deviation of the Utilization Percentages for all Recipient States. If a Recipient State’s Utilization Percentage is greater than the Average, the Utilization Score will be positive. If a Recipient State’s Utilization Percentage is less than Average, the Utilization Score will be negative.

Fourth, calculate a “Need Factor” for each Recipient State. The Need Factor is a fixed dollar amount which will be multiplied by each Utilization Score to determine the dollar amount by which each Recipient State’s Per Capita Amount will be adjusted. The Need Factor is calculated as the dollar amount that would result in the highest adjusted Per Capita Amount for a Recipient State being no more than three (3) times that of the lowest adjusted Per Capita Amount for a Recipient State (*i.e.*, a Min/Max Factor of 3).

Fifth, calculate an “Adjusted Per Capita Amount” for each Recipient State by adding to or subtracting from the Recipient State’s Per Capita Amount the product of (x) the Need Factor and (y) the Recipient State’s Utilization Score. Recipient States with positive Utilization Scores will have dollars added to the Recipient State’s Per Capita Amount, and Recipient States with negative Utilization Scores will have dollars subtracted from the Recipient State’s Per Capita Amount.

Sixth, calculate the “Share of the Annual Reallocation Amount” for each Recipient State by first multiplying the Recipient State’s Adjusted Per Capita Amount by the Recipient State’s

Population to arrive at a “Preliminary Share”. The Preliminary Share for each Recipient State is then normalized to arrive at the Share of the Annual Reallocation Amount by multiplying (x) a ratio, the numerator of which is the Preliminary Share for such Recipient State and the denominator of which is the sum of the Preliminary Shares for all Recipient States, and (y) the Annual Reallocation Amount.

V. Notices; Modifications

- (a) Treasury will notify Eligible Entity in writing of any adjustment to the Program Participation Cap and Round 5 Funding Allocation pursuant to this Schedule F. Related adjustments to program allocations and other amounts set forth in the Service Schedules, and Permitted Expenses set forth on Schedule C, shall be made as set forth in such written notice.
- (b) For the avoidance of doubt, a written amendment to the Agreement shall not be required to effectuate an adjustment of the Program Participation Cap or Round 5 Funding Allocation pursuant to this Schedule F. The Program Participation Cap and Round 5 Funding Allocation set forth on Schedule A to the Agreement shall be deemed to be modified upon receipt of the written notice sent pursuant to Section V(a) above.
- (c) Treasury reserves the right to unilaterally modify or supplement the terms and provisions of this Schedule F, at any time with prior written notice to the Eligible Entity.