SINGLE FAMILY LOAN PROGRAM FOR FIRST-TIME HOMEBUYERS PROGRAM INVITATION FOR

HOUSING FINANCE AUTHORITY OF HILLSBOROUGH COUNTY BREVARD COUNTY HOUSING FINANCE AUTHORITY HOUSING FINANCE AUTHORITY OF CLAY COUNTY JACKSONVILLE HOUSING FINANCE AUTHORITY (EACH AN "HFA" OR COLLECTIVELY THE "HFAs")

Each of the Housing Finance Authorities invites you to join a multi-county Loan Program for First-Time Homebuyers (the "Program") as a Participating Lender. The program is being sponsored by the Housing Finance Authority of Hillsborough County and participants will execute a Master Mortgage Origination & Servicing Agreement by and between the Housing Finance Authority of Hillsborough County (the "Issuer"), the program servicer, program administrator and trustee.

HIGHLIGHTS OF THE PROGRAM:

	Hillsborough	Brevard	Clay	Jacksonville
Revolving 1st Mortgage Funds	Yes	Yes	Yes	Yes
Down Payment Assistance 2nd Mortgages - 0% Interest, 30-year do Down Payment Assistance Amoun		,	7,500 \$	7,500
Mortgage Credit Certificates * * Provides credit in the amount of subject to a cap of \$2,000 per ye		Yes ong as home buyer reside	No es in the home.	Yes
1st Mortgage Loan Rate * * Rate is subject to change based o		ee link to eHousingPlus v	web page below	
Loan Types:	FHA/VA/RD Freddie Mac	FHA/VA/RD Freddie Mac	FHA/VA/RD Freddie Mac	FHA/VA/RD Freddie Mac
Origination/Discount	1.00%	1.00%	1.00%	1.00%
Servicing Release Premium	1.50%	1.50%	1.50%	1.50%
Lender Profit	2.50%	2.50%	2.50%	2.50%

TO PARTICIPATE:

SUBMIT REQUIRED Lender Documentation: For Lenders who have not been approved **PAPERWORK** for participation in the Hillsborough Program, please return 6 executed signature pages for the four items listed below. For Lenders who have been approved for participation in the Hillsborough Program please provide only items 1. and 2. 1. Lender Acknowledgement & Acceptance (S-1) 2. Participating Lender Information (Exhibit A) 3. Universal Mortgage Origination Agreement (obtain on this web page: http://www.ehousing.cc/hillsborough.html) 4. For loans originated in Hillsborough County the signed HFA of Hillsborough County MCC Participation Agreement 5. For loans originated in Duval County the signed Jacksonville HFA MCC Participation Agreement Return signature pages to: Misty Taylor, Esq. **Bryant Miller Olive** 255 S. Orange Avenue, Suite 1350 Orlando, FL 32801 **Master Servicer Approval**: Lenders are also subject to approval by U.S. Bank National Association, the Master Servicer for the program. If Lenders have already been approved, no action is required. If not approved by U.S Bank, please contact HFACustomercare@usbank.com or call 1-800-562-5165 and request a Lender Agreement packet for the Hillsborough County Program. **COMPLETE LENDER** Once paperwork has been submitted, eHousingPlus will contact you TRAINING regarding their lender onboarding process.

Reservations will be accepted once Lender has submitted all required documentation and completed lender training. For more information or to obtain the required documents please visit: http://www.ehousing.cc/hillsborough.html

This invitation constitutes a solicitation of offers to participate in the Program and does not bind the HFA or the Issuer. The Issuer and the HFA reserve the right to modify the terms of the Program at any time. The Issuer and the HFA also reserve the right to waive compliance with one or more requirements of the Program on a case-by-case basis. Lenders' comments or questions about any of the enclosed documents are encouraged and should be directed to any of the following:

Sue Denihan eHousing Plus (813) 415-3549 sue@ehousing.cc

ELIGIBLE LENDING INSTITUTIONS:

A lending institution (including commercial banks, savings and loan associations and mortgage bankers) which (i) is currently participating in the local private home lending market within the County for the applicable HFA (ii) with respect to GNMA eligible mortgage loans, is an FHA approved mortgagee, and/or a RD approved lender, if applicable, and if a VA approved lender, with automatic approval authority preferred, if applicable, and with respect to Freddie Mac eligible loans is a Freddie Mac approved lender (iii) can make the representations and warranties and covenants set forth in the Master Origination Agreement (hereinafter defined), among the Master Servicer (as hereinafter defined), the Program Administrator (as hereinafter defined), the Issuer and the Participating Lenders (as hereinafter defined) and is willing to originate fixed rate First Mortgage Loans in conformity with the mortgage origination standards of FHA, VA, and/or RD and Freddie Mac and (iv) meets the requirements set forth in the Master Origination Agreement and this Invitation, shall be eligible to apply for participation in the Program.

PROGRAM OVERVIEW:

The HFAs hereby invite Participating Lenders (as hereinafter defined) to participate in one or more of the Loan Programs for First-Time Homebuyers ("Program") by execution and delivery to the Issuer and the applicable HFA(s) of this Program Invitation. The Issuer has found and determined that the following terms, conditions and parameters shall be applicable to and effective for the origination of First Mortgage Loans (the "Program Determinations") in conjunction with the anticipated issuance of its Homeowner Mortgage Revenue Bond Program (the "Bonds") and declares and determines that the Program Determinations shall form and be an integral part, along with a Universal Mortgage Origination Agreement, (the "Master Origination Agreement"), which will become effective on August 15, 2013, among the Issuer and the lending institutions participating in the program described herein (collectively, the "Participating Lenders"), U. S. Bank National Association, as the Master Servicer (The "Master Servicer"), Housing and Development Services, Inc., d/b/a ehousingPlus, ("Program Administrator"), and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Trustee"), as supplemented and amended by these Program Determinations. The undertaking and agreement to be bound by the Program Determinations is evidenced by the execution hereof by each party hereto. Except as expressly provided herein, the provisions of the Universal Mortgage Origination Agreement are hereby incorporated by reference. In the event of any conflict between the terms of these Program Determinations and the Universal Mortgage Origination Agreement, the provisions hereof shall prevail.

PROGRAM TERMS AND CONDITIONS:

First Mortgage Loans

Each of the HFAs plan to make available first mortgage financing for qualifying households purchasing residences in their respective program area of: Hillsborough County, Brevard County, Clay County and the City of Jacksonville, as applicable. The HFAs expect to finance First Mortgage Loans with the proceeds of Bonds or from other sources of capital available to each HFA. First Mortgage Loans may only be made to homebuyers who meet the Income Limits set forth below, where the purchase price of the residence is within the Purchase Price Limits set forth below. **Purchasers must be first time homebuyers**, unless otherwise provided herein. In addition, buyers must have a minimum FICO credit score of 640 on FHA/VA/RD/Freddie Mac (the mid score must be 640 or above), however for homebuyers with non-traditional credit or where there is no FICO score, manual underwriting shall be permitted. In addition, the borrower's debt to income ratio must not exceed 45%.

First Mortgage Interest Rate: The First Mortgage Loan terms are expected to be as follows, provided the mortgage interest rate may be changed at any time by the Issuer at its sole discretion: 5.125%* with respect to FHA/VA/RD loans and 5.375%* with respect to Freddie Mac loans with 1% origination fee and 0% discount fee. To view the most current rate in the program click on this link, then click on RATES/OFFERINGS tab.

*Program rate will be reset periodically based on market conditions.

First Mortgage Term: All First Mortgage Loans shall bear a fixed rate of interest, have level payments, and be fully amortizing over a 30-year term.

Mortgage Insurance: All First Mortgage Loans must be insured by FHA, VA, RD or eligible private mortgage insurance with respect to Freddie Mac loans.

First Mortgage Loan Current Maximum Annual Household Income and Purchase Price Limits: Participating home buyers in the program will be subject to limits on their annual household income which limits are based on family size. The Maximum Annual Household Income limits may be found in the Administrator's Guidelines for each program. The limits may be re-determined by each HFA and provided to the Issuer, the Master Servicer and Program Administrator for dissemination to Participating Lenders, from applicable median income figures published by the United States Department of Housing and Urban Development from time to time.

Participants in the program will also be subject to maximum home purchase price limits which may be found in the Administrator's Guidelines. Such limits may be re-determined by each applicable HFA, and provided to the Program Administrator for dissemination to Participating Lenders, from "Safe Harbor" average area purchase prices published from time to time by the United States Treasury Department or from surveys or other compilations of acquisition prices that in the opinion of recognized counsel represent acceptable methods for determination of such average acquisition prices for purposes of Section 143 of the Code and in compliance with any requirements of each HFA. Acquisition Price limits are also subject to the applicable FHA/VA/RD/Freddie Mac limits for each City/County.

Homebuyer Education: All buyers (any person on the deed) must attend an approved face-to-face homebuyer education course. Click on this link to view the Administrator Guidelines (then click on the GUIDELINES & FORMS tab). Please check this list frequently, as it may change during the course of a program.

<u>Loan Documentation</u>: First Mortgage Loans must meet all applicable GNMA and Freddie Mac underwriting guidelines, as applicable and must further be eligible to be securitized in GNMA Certificates or Freddie Mac Uniform Mortgage Backed Securities (UMBS).

<u>Closing Costs and Charges</u>: The Participating Lender shall collect from the borrower or seller a Loan Application fee of \$300 payable to the Program Administrator, and a Tax Service Fee of \$85 and a Funding Fee of \$400, both payable to the Master Servicer and netted at loan purchase.

Exceptions to First-Time Homebuyer Requirement

The following are exceptions to the First-Time Homebuyer Requirement:

Targeted Area Census Tracts: Homes located within census tracts set forth in the Program Administrator's guidelines are federally designated Targeted Areas, and are exempt from the first-time homebuyer requirement.

Veteran's Exception: Veterans need not be first-time homebuyers. For the Veterans Exception, "veteran"

is defined as "a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable." The Mortgagor Affidavit has a checkbox that states: "Mortgagor (Co-mortgagor) meets the requirements to qualify as a "veteran" as defined in 38 U.S.C. Section 101 and has not previously obtained a loan financed by single family mortgage revenue bonds utilizing the exception to the first-time homebuyer requirement for Residences to Veterans under Section 143(d)(2)(D). Attached hereto are true and correct copies of my discharge or release papers, which demonstrate that such discharge or release was other than dishonorable."

Second Mortgage Loans

Deferred Payment Second mortgage loans are available for use with program First Mortgage Loans for homes purchased within the program area. Second Mortgage Loans may be used for down payment and closing costs. The second mortgage options and terms are set forth below.

HFA Second Mortgage Loans:

- ➤ The program provides Deferred Payment Second Mortgage Loans (no cash back to the borrower allowed) of up to \$10,000 in Hillsborough County, \$7,500 in Brevard, Clay and Duval counties (or such other amount as may be authorized by the HFA). Down payment assistance amount may change at any time.
- > Second Mortgage Loans will be available to homebuyers purchasing a home in the applicable program area. Please note, each HFA will fund their own respective second mortgage loans at loan closing. Lenders will submit a form three days prior to closing, and the HFA will arrange for payment to be advanced.
- > 0% Interest; No monthly payment
- > Second Mortgage Loans may be used for down payment and closing costs and must be repaid in full on the earlier of 30 years (final repayment date of the Mortgage Loan), or upon sale or refinancing, transfer of title, or rental of the home
- No minimum contribution required toward the purchase of the home for loans in Hillsborough County, Brevard County and the City of Jacksonville.
- ➤ Income & Purchase Price Limits are the same as first mortgage limits

Mortgage Credit Certificates

MCC Benefit: All borrowers under the program accessing a first mortgage loan and down payment assistance in Hillsborough and Jacksonville will receive a Mortgage Credit Certificate ("MCC") and in Brevard County will have the option to receive a MCC, unless otherwise directed by the Issuer. Borrowers purchasing a home in Clay County may not receive the MCC. The MCC program was authorized by Congress as a means of providing housing assistance to families of low and moderate income. MCCs provide borrowers with a federal income tax credit. The annual amount of the tax credit is equal to a percentage of interest paid on the home mortgage each year. The percentage of tax credit is set by the HFA, but in any event may not exceed 50% of the interest paid. The Authority will determine the percentage on a loan-by-loan basis applying a sliding scale in order to maximize the benefit to the borrower. However, if the percentage is greater than 20%, there is a cap on the annual tax credit of \$2,000. The actual amount of tax credit for each borrower depends on the amount of interest paid on the mortgage loan, the % of tax credit provided by the HFA, and the amount of annual federal income tax liability of the borrower. At the present time, each of the HFAs have established the MCC percentage as 50%. All or a portion of the unused mortgage credit may be carried forward for up to three years to offset future income tax liability.

Tax Requirements for MCCs: MCCs are subject to all of the requirements set forth herein such as the income and purchase price limits and the first time homebuyer requirement. In addition, there is a potential for borrowers to owe a recapture tax during the first nine years if the home ceases to be the homebuyer's

primary residence. There will only be an amount owed if the borrower's income exceeds limits allowed at that time <u>and</u> if there is a gain on the sale of the home.

TOTAL LENDER PROFIT AND LOAN DELIVERY REQUIREMENTS:

First Mortgage Loans delivered, cleared of all exceptions and eligible for purchase within 65 days of the Reservation Date ("Timely Purchase"), will be purchased by the Master Servicer at a price that results in net lender profit of 2.50% of the par amount of FHA/VA/RD and Freddie Mac Loans (1% from the origination fee paid by the borrower and 1.50% SRP paid by the Master Servicer for a total of 2.50%). First Mortgage Loans not delivered, cleared of all exceptions, and eligible for purchase within 65 days of the Reservation Date will be automatically cancelled unless the Participating Lender requests an extension of time in writing to the Program Administrator prior to the expiration date ("Late for Purchase"). Extensions of up to 20 days will be considered by the Program Administrator. A penalty in the amount of \$375 will be imposed if the extension is approved, regardless of whether or not the First Mortgage Loan is closed and presented for purchase. The penalty will be deducted from the Mortgage Loan purchase price at the time of purchase by the Master Servicer. For any First Mortgage Loan in which an extension has been requested but the First Mortgage Loan is not delivered for purchase, the Participating Lender shall be required to pay the fee penalty directly to the Issuer within 15 days from date of notice. The Participating Lender will be unable to make additional reservations in the Program until all extension penalties have been paid to the Issuer. First Mortgage Loans that are late for purchase and not delivered within the authorized extension period will be cancelled.

Program funds available for First Mortgage Loans will be made available through the Timely Delivery Procedure described below, on a pooled first-come, first-served basis. Participating Lenders may utilize a reservation for either Existing or New Construction residences, provided however, the First Mortgage Loan is expected to be closed and a closed loan file delivered to the Master Servicer within the timeframes described below. There are no separate Builder Allocations for origination of New Construction Loans. All loans, including loans for new construction properties, are required to be closed and delivered within the time parameters set forth below.

No Participating Lender may impose a requirement for a minimum loan amount.

Prior to accepting reservations for First Mortgage Loans, a Participating Lender must have previously executed the Universal Mortgage Origination Agreement and must return the executed Program Invitation as directed by the Issuer and complete Lender training provided by eHousingPlus. To obtain the Universal Mortgage Origination Agreement, please visit http://www.ehousing.cc/hillsborough.html or contact Sue Denihan (contact info provided on page 2). eHousingPlus will be offering "eHP University" online training available at any time of the day or night, seven days a week. Attendee information will be collected once weekly on the Monday following training, at which time the Lender will be eligible to originate loans under the Program.

TIMELY DELIVERY PROCEDURES (65 DAYS FROM RATE LOCK TO FIRST MORTGAGE LOAN PURCHASE):

Number of Days Allowed from:

Reservation to Underwriter Certification:	15 days
Reservation to Closed and Delivered First Mortgage Loan, Exceptions Cleared,	
& First Mortgage Loan Purchased by Master Servicer:	65 days

Notice Addresses are as provided in the Universal Mortgage Origination Agreement and as set forth for each Participating Lender in Exhibit A hereto.

CLOSING AND PURCHASE OF FIRST MORTGAGE LOANS:

Purchase Dates shall occur daily as advised by the Master Servicer. First Mortgage Loans shall be purchased by the Master Servicer based upon a price that is comprised of the par amount of the loan and payment of the lender profit (servicing release premium). The total lender profit of 2.50% will consist of the SRP plus the Origination Fee of 1.00% collected by the lender.

100.00%	Par Amount of First Mortgage Loan
1.50%	Participating Lender Profit / SRP
101.50%	Net Payment from Master Servicer

FUNDING SECOND MORTGAGE LOANS:

The HFA, or their designee, will advance funds in the amount of the Second Mortgage Loan at loan closing. Such funds will be advanced following satisfaction by the Program Administrator that the loan complies with all program requirements and following submission of a form by the lender to the Program Administrator and the HFA. Such funding provisions shall be set forth in detail in the Program Administrator guidelines and are subject to change at the direction of the HFA.

REPURCHASE OF FIRST MORTGAGE LOANS

Participating Lender hereby agrees to repurchase any First Mortgage Loan sold to the Master Servicer, at any time during the life of such First Mortgage Loan, upon the occurrence of any of the following events:

- a) Master Servicer reasonably believes any violations of any rule, regulation, or requirement of the applicable agencies i.e. Federal Housing Authority (FHA), Veterans Administration (VA), Rural Development (RD), Government National Mortgage Association (GNMA), Freddie Mac or any other investor as may be identified in the Program, or specific guidelines as outlined in the Program documents/program manuals; or
- b) Any false statement, misstatement, or act of omission of material fact contained in the First Mortgage Loan documentation resulting from the Participating Lender's negligence or failure to exercise due diligence as disclosed by actual inspection by the Master Servicer or its representative, or otherwise disclosed: or
- c) Participating Lender fails to obtain FHA insurance, VA or RD guaranty, private mortgage insurance, or if such insurance or guaranty lapses or for any reason becomes unavailable, as a result of any negligent act or omission by the Participating Lender, or the failure by the Participating Lender to obtain such insurance or guaranty within ninety (90) days from the date of purchase; or
- d) Master Servicer is required to repurchase any First Mortgage Loan sold by it to GNMA, Freddie Mac or any other investor, by reason of a deficiency in or omission with respect to the First Mortgage Loan documents, instruments, and agreements, pertaining to any First Mortgage Loan; or
- e) Any representation or warranty made by the Participating Lender under these Program Determinations or Program manuals with respect to any First Mortgage Loan shall, in the reasonable opinion of the Master Servicer, be, in whole or in part and with or without knowledge of the Participating Lender, false at the time when made by Participating Lender or become false upon the occurrence of subsequent events; or
- f) Any material fraud, misrepresentation or act of omission with respect to the information submitted on a particular First Mortgage Loan is determined to exist by the Master Servicer or another investor. This includes, but is not limited to, Mortgagor or other third party fraud or misrepresentation, and Page 7 of 12

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any misrepresentation of Mortgagor's income, funds on deposit, or employment, or of the occupancy status of the Mortgaged Property; or

g) Participating Lender's breach of any covenant or obligation to the Master Servicer with respect to the First Mortgage Loan under these Program Determinations, Program documents or Program manuals.

The repurchase price for any First Mortgage Loan that the Participating Lender is required to repurchase from the Master Servicer shall be an amount equal to its then unpaid principal balance of the First Mortgage Loan on the date of repurchase, plus accrued interest, any servicing release premium paid, and direct expenses (including reasonable attorney's fees) incurred by the Master Servicer for any actions taken by it concerning, as a result of, or in connection with, any of the events or circumstances set forth herein as cause for repurchase. Master Servicer's exercise of its right to have the Participating Lender repurchase any First Mortgage Loan hereunder shall be in addition to, and not in lieu of, any other rights or remedies which Master Servicer may have against the Participating Lender hereunder or under applicable law.

INDEMNIFICATION

The Participating Lender shall protect, indemnify, and hold HFA, Issuer, Program Administrator and Master Servicer harmless from and in respect to, any and all losses, liabilities, reasonable costs, and expenses (including attorneys' fees) that may be incurred by the HFA, Issuer, Program Administrator or Master Servicer with respect to, or proximately resulting from any breach of, any representation, warranty, or covenant of the Participating Lender hereunder. The Issuer, each HFA, the Program Administrator and the Master Servicer shall be entitled to rely upon the Participating Lender as assembler and preparer of all First Mortgage Loan documents, and are under no duty whatsoever to investigate or confirm any of the information set forth therein as to its honesty, accuracy, or completeness. Participating Lender hereby agrees to indemnify and hold the Issuer, each HFA, the Program Administrator and the Master Servicer harmless from any claim, loss or other damage to the Issuer, HFA, Program Administrator or Master Servicer including reasonable attorneys fees resulting in whole or in part from any inaccuracy or incompleteness in the First Mortgage Loan documents or any act or omission by the Participating Lender, its agents and employees, including but not limited to failure to comply with applicable state, federal and local statutes or regulations. To the extent the Participating Lender, its agents or employees, commits an actual wrong, or makes some error or omission in the preparation of any First Mortgage Loan or its documents and as a result thereof, and based thereon, the Issuer, a HFA or the Master Servicer commits an act or omission for which it becomes liable to the Mortgage(s) or any third party and/or a claim or cause of action is instituted against the Issuer, such HFA, the Program Administrator or the Master Servicer, the Participating Lender shall and hereby agrees to indemnify and hold the Issuer, such HFA, the Program Administrator and the Master Servicer harmless from any such loss or damage, including reasonable attorneys fees, resulting therefrom.

REFUND OF SERVICE RELEASE PREMIUMS

- a) If any First Mortgage Loan is prepaid in full within three (3) months following the date of purchase by the Master Servicer, from the Participating Lender, the Participating Lender shall refund to the Master Servicer all service release premiums received from the Master Servicer with respect to that First Mortgage Loan.
- b) If any First Mortgage Loan, underwritten by the Participating Lender, becomes delinquent for any of the first three (3) scheduled monthly payments due the Master Servicer, and is not brought current by the borrower within 90 days of such delinquency, the Participating Lender shall refund to the Master Servicer all service release premiums received from the Master Servicer with respect to that First Mortgage Loan plus an additional fee of \$3,000 on government loans (FHA, VA and RD).

PARTICIPATING LENDER'S ACKNOWLEDGMENT AND ACCEPTANCE

EXHIBIT A – PARTICIPATING LENDER INFORMATION

Please provide a completed Exhibit A form to Misty Taylor as instructed on page 1 of the Invitation and also please email the completed form to Sue Denihan at Sue@ehousing.cc

Company Name:	
Point of Contact:	
Address:	
City, State, Zip:	
Phone:	
Email:	
Approval Numbers	
FHA / VA:	
RD:	
Freddie Mac	
Please indicate the programs in which the Participa	ting Lender expects to be active:
Housing Finance Authority of Hillsborough County Participation Agreement)	y (Also sign and return MCC
Brevard County Housing Finance Authority:	
Housing Finance Authority of Clay County:	
Jacksonville Housing Finance Authority: Participation Agreement)	(Also sign and return MCC
Please include the following information for the Pain this Program:	rticipating Lender's branch offices that will participate
Individual / Lender's Name:	
Check one: Loan Officer or	Branch Manager
Street Address:	
City, State, Zip:	
Phone Number: ()Email:	
Individual / Lender's Name:	
	Branch Manager
Street Address:	
City, State, Zip:	
Phone Number: ()_	
Email:	

Individual / Lender's Name:	·	
Check one:	Loan Officer or	Branch Manager
Street Address:		
City, State, Zip:		
Phone Number:	()	
Email:		
Individual / Lender's Name:		
Check one:	Loan Officer or	Branch Manager
Street Address:		
City, State, Zip:		
Phone Number:	()	
Email:		
Individual / Lender's Name:		
Check one:	Loan Officer or	Branch Manager
Street Address:		
City, State, Zip:		
Phone Number:	()	
Email:		
Individual / Lender's Name:		
Check one:	Loan Officer or	Branch Managar
Street Address:		Branch Manager
City, State, Zip:		
Phone Number:		
Email:	\	
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