

**HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY, FLORIDA
MORTGAGE CREDIT CERTIFICATE PROGRAM, MULTIPLE SERIES
MASTER PARTICIPATION AGREEMENT**

This Master Participation Agreement (the "Agreement") is made and entered into on the _____ day of _____, ___ by and between the Housing Finance Authority of Palm Beach County, Florida, a public body corporate and politic, (the "Authority") and _____ (the "Participant").

WHEREAS, the Tax Reform Act of 1984 authorized the issuance of Mortgage Credit Certificates ("MCC's") as a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

WHEREAS, from time to time the Authority has duly authorized Mortgage Credit Certificate Programs, Various Series (collectively, the "MCC Program") under which MCC's will be issued pursuant to the Authority's Mortgage Credit Certificate Program Guidelines as amended from time to time (the "Guidelines"), and an Administration Agreement executed in connection with the MCC Program; and

WHEREAS, the Participant wishes to participate in one or more MCC Programs administered by the Authority's authorized representatives in connection with financing it will make available for the acquisition of new and existing single family housing.

NOW, THEREFORE, in consideration of the promises set forth herein, the parties agree as follows:

1. The Authority appoints the Participant as one of its agents for receipt and processing of applications for MCC's under the MCC Program.

2. The Participant will pay a one-time, non-refundable participation fee of \$500.00 to the Authority.

3. Participant will make information available regarding the MCC Program to potential borrowers. The Participant will process and review the application of any potential borrower in order to make a determination of eligibility for the MCC Program and provide financing in the form set forth in the Guidelines.

4. Participant will obtain from the borrower all documents and information required for an evaluation of eligibility and application for and receipt of a MCC as required by the Guidelines, including documents regarding (a) the first-time homebuyer requirement, (b) residence requirement, (c) income limitations, (d) purchase price limitations, (e) new mortgage requirement, (f) targeted area requirement, (g) information reporting requirement, and will provide the borrower with information regarding the recapture tax, and (h) all such other information as described in the Guidelines. The list of participating lenders and the Guidelines for the Program can be found on the Program Administrator's website at www.ehousingplus.com.

5. Participant will conduct such reasonable investigation as is necessary to certify that the borrower has satisfied all requirements of the MCC Program, including those imposed by temporary and permanent regulations of the Internal Revenue Code, state law and the Guidelines.

6. Participant warrants that it is familiar with and will comply with the requirements of the Internal Revenue Code, all temporary and permanent regulations issued pursuant thereto applicable to the MCC Program, all state law relating to the issuance of MCC's and the Guidelines.

7. Participant will follow standard underwriting procedures in its processing of the loan application of each borrower and perform all investigation and verification that it would normally perform for underwriting financing not provided in connection with an MCC.

8. Participant warrants that all MCC Program information provided regarding the borrower's eligibility under the MCC Program (i) is provided in good faith, (ii) is accurate to the best of its knowledge and (iii) is the result of standard due diligence on the part of the Participant.

9. Participant hereby agrees to comply with all data and record retention requirements which are required by the

Code, all temporary and permanent regulations (including, but not limited to, Treasury Regulation Section 1.25-8T(a)(3)) and state law relating to the MCC Program.

10. Participant hereby agrees that the Authority and its authorized representatives during normal business hours have the authority to examine and inspect all books and records in the Participant's possession relating to the MCC's and the MCC Program.

11. Participant will charge a borrower applying for an MCC only those reasonable fees in processing the financing as would be charged to borrowers applying for financing not provided in connection with an MCC and which are authorized by the Guidelines, including but not limited to a MCC application and/or issuance fee.

12. Participant hereby agrees that it will file annually with the Internal Revenue Service for all MCC's issued in a calendar year the Lender's Information Return for Mortgage Credit Certificates (MCCs) (IRS Form 8329).

13. Participant hereby agrees that it will immediately forward to the Authority or its authorized representatives all information which it receives during the life of the mortgage loan that in any way indicates that the borrower may have made a misrepresentation in applying for a MCC or that may affect the borrowers continued eligibility for a MCC.

14. This Agreement shall remain in full force and effect until terminated as set forth herein. Participant may terminate this Agreement, without cause, upon sixty (60) days written notice to the Authority. The Authority may terminate this Agreement, without cause, upon sixty (60) days written notice to the Participant. Notwithstanding any such termination, Participant shall file any and all reports required to be filed with the Internal Revenue Service and shall maintain all records required to be maintained by it pursuant to Section 25 of the Internal Revenue Code and any regulations thereunder. Further, the Authority may immediately terminate this Agreement and prohibit the Participant from participation in the MCC Program upon the Participant's failure to comply with the terms and conditions of this Agreement and upon written notice from the Authority. No amendment to this agreement shall be effective unless in writing and signed by both parties thereto.

15. The contact information for the Participant's authorized representative is set forth on Schedule A attached hereto. Participant will update this information in the event any of the listed information changes, and will file such updated information as soon as reasonably possible with the Authority and the Program Administrator.

THIS AGREEMENT is entered into as of the day and year written above.

Participant (print)

By: _____

Printed Name: _____

Its: _____

**HOUSING FINANCE AUTHORITY OF PALM BEACH COUNTY,
FLORIDA**

By: _____

Printed Name: _____

Its: _____

SCHEDULE A

AUTHORIZED REPRESENTATIVE

Participant Name: _____

Authorized Representative: _____

Title: _____

Phone No.: _____

Facsimile No.: _____

Email: _____

Address: _____

Authorized Representative: _____

Title: _____

Phone No.: _____

Facsimile No.: _____

Email: _____

Address: _____

Authorized Representative: _____

Title: _____

Phone No.: _____

Facsimile No.: _____

Email: _____

Address: _____