FHFC Loan # _____

RIDER TO PROMISSORY NOTE
FLORIDA HOUSING FINANCE CORPORATION
FLORIDA HARDEST HIT FUND (HHF) PROGRAM

THIS RIDER TO PROMISSORY NOTE (this "Rider") is made and executed by the Borrower(s) and is incorporated into and shall be deemed to amend and supplement the Promissory Note made and executed by the Borrower(s) in favor of the Lender.

A. **Definitions.** Capitalized terms not otherwise defined in this Rider, shall have the meaning attributed to those terms in the Promissory Note to which this Rider is attached.

B. **Florida Hardest Hit Fund (HHF) Program.** The Florida Housing Hardest Hit (HHF) Program includes an Unemployment Mortgage Assistance Program (UMAP) and a Mortgage Loan Reinstatement Program (MLRP). Both programs are intended to provide a sustainable solution to keep Florida unemployed or 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. Depending on a homeowner's particular circumstances, the homeowner may be eligible for assistance under both the UMAP and the MLRP, or for assistance under the MLRP only. The references and descriptions to both programs in the Promissory Note and in this Rider are not intended and do not mean that the Borrower is eligible for or has been approved by the Lender for assistance under both programs. The Borrower will be notified of the program(s) for which the Borrower has been determined eligible prior to executing this Rider or any other loan document.

C. **Eligible Uses for Florida Hardest Hit Fund (HHF) Loan Proceeds**. The HHF Loan proceeds may be advanced by the Lender on the Borrower's behalf for the following purposes only:

1. Unemployment Mortgage Assistance Program (UMAP).

(a) Subject to (b) below, to pay up to twelve (12) monthly installments of principal, interest, and, if required under the terms of the Borrower's First Mortgage Loan, the mortgage insurance premium and the escrow amounts for taxes, insurance and homeowner association fees, as applicable (PITIA), for which the Borrower is contractually obligated under the terms of the Borrower's First Mortgage Loan. The maximum assistance available to the Borrower under the UMAP shall not exceed $24,000.00.

(b) The Borrower's eligibility to receive the payment assistance as provided in (a) above under the UMAP, and the Lender's obligation to advance any HHF Loan Proceeds on the Borrower's behalf as provided in (a) above or otherwise, are conditioned upon the Borrower's timely performance and compliance with the terms and conditions of the Partial Payment Agreement executed by the Borrower contemporaneously herewith. The Borrower's failure to comply in all respects and at all times with the terms and conditions of the Partial Payment Agreement shall result in the immediate cessation of any further payment assistance hereunder by Florida Housing on the Borrower's behalf and in the immediate termination of the Borrower's eligibility to participate in the Florida Hardest Hit Fund (HHF) Program. At the option of Florida Housing, the Borrower's failure to comply with the terms and conditions of the Partial Payment Agreement shall in addition constitute an event of default under the terms and conditions of the Loan Documents.

2. Mortgage Loan Reinstatement Program (MLRP). To pay arrearages in order to help reinstate the Borrower's First Mortgage Loan in the form of a lump sum payment not to exceed an amount equal to the sum of arrearages of principal, interest, taxes, insurance and association fees (PITIA), plus late

fees, insufficient funds fees, and such other reasonable, reinstatement fees or costs, as the Lender in its discretion may approve, as authorized and actually incurred or charged under the terms of the Borrower's First Mortgage Loan. The maximum assistance available to a Borrower under the MLRP depends on whether or not the Borrower participates in the UMAP:

(a) If the Borrower participates in the UMAP, the maximum assistance available to the Borrower under the MLRP is $18,000.00; and

(b) If the Borrower does not participate in the UMAP but instead participates only in the MLRP, the maximum assistance available to the Borrower under the MLRP is $25,000.00.

3. In no event shall the cumulative total advanced under the HHF Loan exceed $42,000.00 for both the UMAP and the MLRP combined.

D. **Conditions to Lender's Agreement to advance HHF Loan Proceeds.** In addition to the conditions described in C.1.(b) above, The Lender's agreement to advance the HHF Loan proceeds under C. above is subject to and conditioned upon the following: (i) The Borrower must occupy the Property at all times as the Borrower's primary residence; (ii) the Borrower must continue to suffer financial hardship in the form of unemployment, underemployment, or reduced income from self-employment such that the Borrower lacks sufficient income to resume making the monthly mortgage payments required under the Borrower's First Mortgage Loan or to reinstate the loan; (iii) the Borrower must provide to the Lender or to the Borrower's assigned HHF advisor on a monthly basis documentation and evidence necessary to demonstrate that the Borrower continues to suffer financial hardship; (iv) the owner or servicer of the Borrower's First Mortgage Loan must agree to accept and apply the HHF Loan proceeds to the contract payments due under the Borrower's First Mortgage Loan, and, where the HHF Loan proceeds are advanced for reinstatement, must agree to reinstate the First Mortgage Loan; and (v) the absence of litigation or bankruptcy proceedings involving the Borrower, a co-Borrower under the First Mortgage Loan, the Property or anyone having an interest in the Property.

E. **Forgiveness.** The HHF Loan as evidenced by the Promissory Note shall be forgiven in increments of 20% each over an approximate period of five and one-half (5 ½) years following the date of the Note in the following manner: The Principal Amount under the Promissory Note will be reduced by an amount equal to 20% of the Principal Amount with the first such reduction taking place on the first day of the eighteenth (18th) calendar month following the date of the Promissory Note and by a reduction in that same amount on that same date each calendar year thereafter until the Principal Amount is reduced to $0.00 Dollars, or until such time as the Property is sold or refinanced, whichever shall first occur. If the Property is sold or refinanced prior to the time that the HHF Loan is forgiven in full, the Principal Amount then outstanding shall be due and payable as provided in section 4 (B) of the Promissory Note.

Executed by the Borrower(s) this ____ day of _____, 201__

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Borrower
Print name: _____

_____
Borrower
Print name: _____