

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of June __, 2010 ("Effective Date"), by and between Bank of America, N. A., for itself and for the benefit of its subsidiaries and affiliates ("BANA"), and Florida Housing Finance Corporation ("Florida Housing").

RECITALS

A. Florida Housing has requested that it be furnished with Confidential Information (as defined in this Agreement) in connection with the implementation of the Federal Government's Hardest Hit Fund Program (the "Purpose").

B. In connection with the Purpose and as an accommodation to Florida Housing, BANA will provide Florida Housing certain Confidential Information (as defined in this Agreement) where BANA is the servicer for certain mortgage loans in the State of Florida.

C. The parties desire that BANA provide and Florida Housing receive the Confidential Information on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the receipt by Florida Housing of the Confidential Information, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Agreement, "Confidential Information" shall mean any information or material disclosed, directly or indirectly, through any means of communication or observation, by BANA or its Representatives (as defined below) to or for the benefit of Florida Housing or its Representatives, that is either designated as "confidential" or "proprietary" by BANA or that is proprietary to BANA and not generally known by non-BANA personnel. Confidential Information includes, without limitation, any and all confidential information and trade secrets relating to the operation, business, strategies, financial affairs, products, systems (computer and otherwise), technologies, sales, research and development, user data, services, vendor information, customer information, employee information or intellectual properties of BANA or its affiliates or any other party with whom BANA or its affiliates is doing business and any and all other information concerning BANA and its affiliates, including without limitation all information encompassed in descriptions, reports, recommendations, analyses, proposals, test data, other data, business plans or other plans, treatments, scripts, budgets, programs, outlines, specifications, ideas, concepts, models, and documents as well as any other confidential or proprietary information relating to the business of BANA; BANA's customer lists, marketing strategies, and other trade secrets; information and documents relating to BANA's employees; and all other documents and information related to BANA's financial, organizational, and commercial operation. Any materials provided by BANA which is clearly designated as "confidential" or "proprietary" (or contains other similar designations) shall be presumed to be Confidential Information, but the absence of any such designation shall not preclude the same from being deemed Confidential Information. Confidential Information includes information in both oral and written form and information contained in any other type of storage medium. Confidential Information also includes analyses prepared by Florida Housing that contain, reference or are otherwise derived from Confidential Information. "Representatives" shall mean, with respect to a party, such party's directors, officers, employees, agents, attorneys, advisers, auditors and other representatives.

2. The following shall not be deemed to constitute Confidential Information and shall not be subject to the restrictions set forth in this Agreement:

- (i) information that is known by Florida Housing at the time of receipt from BANA, and that is not subject to any other nondisclosure agreement between the parties; and
- (ii) information that is now or hereafter becomes generally known in the industry through no act or failure to act by Florida Housing or its Representatives or is later distributed or generally disclosed to the public by BANA.
- (iii) Information that may not be held confidential or exempt from disclosure by Florida Housing pursuant to the Florida Open Records Law, Chapter 119, Florida Statutes.

3. Florida Housing agrees that it shall:
- (i) not use, or authorize the use of, such Confidential Information for any purpose other than for the Purpose;
 - (ii) hold such Confidential Information in strict confidence and protect such Confidential Information with the same degree of care normally used to protect its own similar Confidential Information (but not less than a reasonable degree of care);
 - (iii) not disclose such Confidential Information to any person other than those of its Representatives who (a) need to know such Confidential Information to effectuate the Purpose and (b) are advised of the confidential and proprietary nature of such Confidential Information and are subject to a duty not to disclose such Confidential Information;
 - (iv) promptly notify BANA in writing of any unauthorized use or disclosure of the Confidential Information; such notice shall include a detailed description of the circumstances of the disclosure and the parties involved;
 - (v) not, without the prior written consent of BANA, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction between the parties or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
 - (vi) not copy or reproduce all or any part of such Confidential Information in any medium, except as may be strictly necessary to effectuate the Purpose; and,
 - (vii) not decompile, disassemble or reverse engineer all or any part of such Confidential Information.

Florida Housing's obligations under this Section shall survive the expiration or termination of this Agreement.

4. This Agreement is intended to facilitate the disclosure of information by BANA to Florida Housing without BANA's having an obligation to disclose the same information publicly under Regulation FD of the United States Securities and Exchange Commission, 17 CFR §243.100-103.

5. Florida Housing shall transmit the Confidential Information for the Purpose only to those persons who are informed by Florida Housing of the confidential nature of the Confidential Information, who shall have previously agreed to be bound by the terms and conditions of this Agreement and who are required to see the Confidential Information in connection herewith. In any event, Florida Housing shall be responsible for any breach of this Agreement by any of its Representatives.

6. Notwithstanding anything to the contrary set forth in this Agreement, Florida Housing shall comply with all federal, state and local laws, rules, regulations and ordinances governing or relating to privacy rights in connection with its performance under this Agreement including, without limitation, the Gramm-Leach-Bliley Act, as amended ("GLB"). Florida Housing shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the "nonpublic personal information" of the "customers" and "consumers" (as those terms are defined in GLB) of BANA which Florida Housing holds, (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information. Florida Housing represents and warrants that it has implemented appropriate measures to meet the objectives of Section 501(b) of the GLB and of the applicable standards adopted pursuant thereto, as now or hereafter in effect. Upon request, Florida Housing will provide evidence reasonably satisfactory to allow BANA to confirm that the providing party has satisfied its obligations as required under this Section. Without limitation, this may include BANA's review of audits, summaries of test results, and other equivalent evaluations of Florida Housing. Florida Housing shall collect, use, and disclose such nonpublic personal information only in accordance with the terms of this Agreement and for the purpose of performing its respective obligations under this Agreement. Florida Housing shall promptly destroy or return to BANA, at BANA's option, such nonpublic personal information provided by BANA, unless Florida Housing has a specific business purpose to retain it, which purpose is set forth in or clearly implied by this Agreement. Florida Housing may disclose such nonpublic personal information to its employees for the sole purpose of facilitating the performance of its duties and obligations under this Agreement. Florida Housing shall not disclose such nonpublic personal information to another party unless such disclosure is allowed by the GLB and/or applicable state law and consented to in writing by BANA, or compelled by law. Breach of this Section 6 is a material breach of this Agreement.

Florida Housing shall notify BANA immediately following discovery of any suspected breach or compromise of the security, confidentiality, or integrity of nonpublic personal information of any current or former BANA employee or customer by calling the Bank of America InfoSafe Hotline at (800) 207-2322, and selecting option 1. Florida Housing shall provide follow-up written notification within 48 hours to Bank of America's Security Communications Center by emailing with confirmation of receipt to: infosafe@bankofamerica.com.

Written notification provided pursuant to this paragraph shall include a brief summary of the available facts, the status of Florida Housing's investigation, and, if known, the potential number of BANA customers, consumers and employees affected (collectively "Affected Persons"). Upon written request from BANA, Florida Housing agrees to notify the Affected Persons regarding any privacy event in a form approved in writing by BANA. Such notices will be delivered within a reasonable time and manner approved by BANA. Florida Housing agrees to provide at no charge, to Affected Persons appropriate credit monitoring services for at least two years. All costs associated with any privacy event, including but not limited to, the costs of the notices to, and credit monitoring for, Affected Persons shall be the sole responsibility of Florida Housing. Florida Housing agrees that it shall not communicate with any third party, including, but not limited to the media, vendors, consumers, and Affected Persons regarding any privacy event without the express written consent and approval by BANA of the content of the communication.

The foregoing shall not prohibit or limit Florida Housing's use or disclosure of Confidential Information which: (a) is rightfully furnished to Florida Housing without restriction on disclosure by a third person lawfully in possession thereof; (b) is publicly available other than through the fault or negligence of Florida Housing; or (c) as demonstrated by the written records of Florida Housing, was already lawfully known (without restriction on disclosure) to Florida Housing prior to the information being disclosed to it by BANA. Florida Housing shall promptly advise BANA in writing of any event that may occur under this Section 6.

Notwithstanding anything to the contrary contained herein, Florida Housing's obligations under this Section 6 shall survive any termination or expiration of this Agreement.

7. In the event that Florida Housing or anyone to whom Florida Housing transmits the Confidential Information becomes legally compelled to disclose the Confidential Information, Florida Housing shall provide BANA with prompt written notice thereof so that BANA may seek a protective order or other appropriate remedy. Florida Housing shall cooperate with BANA in any effort to obtain such remedies, but Florida Housing shall not be required to undertake litigation or legal proceedings in its name, and all reasonable costs and expenses (including attorneys' fees) incurred by Florida Housing in order to comply with this paragraph shall be borne by BANA. In the event that Florida Housing is legally obligated to disclose any Confidential Information, Florida Housing shall furnish only the portion of the Confidential Information which is legally required and will exercise its reasonable best efforts to assure that confidential treatment will be accorded the Confidential Information.

8. Notwithstanding any other provision herein, each party hereto (and its respective employees, representatives or other agents) may disclose to such persons, as reasonably deemed necessary, the U.S. tax treatment and U.S. tax structure of the transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) relating to such U.S. tax treatment and U.S. tax structure; provided, however, that neither party shall disclose any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

9. Upon expiration or termination of this Agreement, or at any time prior thereto upon the request of BANA, Florida Housing shall immediately return or destroy the Confidential Information, and any other notes, analyses, compilations, studies or other documents prepared by Florida Housing containing or reflecting any Confidential Information, in the manner requested by BANA to BANA, and shall not retain any copies thereof, except as required by Florida law.

10. Except as expressly set forth herein, nothing contained in this Agreement shall be construed as granting or conferring any intellectual property, patent, copyright, trademark or any other proprietary rights by license or otherwise, expressly, implied or otherwise, for any trademark, trade name, logo, logotype, invention, discovery or improvement made, conceived or acquired prior to or after the date of this Agreement. All such rights shall be and remain the sole property of BANA.

11. ALTHOUGH BANA HAS ENDEAVORED TO INCLUDE IN THE CONFIDENTIAL INFORMATION CERTAIN INFORMATION THAT IT CONSIDERS TO BE RELEVANT FOR THE PURPOSE, FLORIDA HOUSING ACKNOWLEDGES AND AGREES THAT BANA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE CONFIDENTIAL INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND BANA SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION. IN NO EVENT SHALL BANA BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LOSS OF BUSINESS,) CAUSED BY ANY BREACH UNDER THIS AGREEMENT OR ANY OTHER CAUSE WHATSOEVER. FLORIDA HOUSING AGREES THAT NEITHER BANA NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, ADVISERS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY TO FLORIDA HOUSING OR TO ANY OF FLORIDA HOUSING'S REPRESENTATIVES RESULTING FROM THE USE OF THE CONFIDENTIAL INFORMATION.

12. Without the prior written consent of BANA, until one (1) year from the date of this letter agreement, Florida Housing will not knowingly, directly or indirectly, solicit for employment any employee now or then employed by BANA.

13. Florida Housing understands and agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement and that BANA shall be entitled, without any bond or other security being required, to seek specific performance and injunctive relief as remedies for any such breach or threatened breach without proof of actual damages. Such remedies shall not be exclusive remedies, however, but shall be in addition to all other remedies available to BANA at law or in equity.

14. Florida Housing hereby agrees to defend, indemnify and hold BANA harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages or expenses of any kind (including attorneys' fees and expenses) incurred or suffered by BANA arising out of or in connection with this Agreement, including but not limited to the unauthorized use or disclosure of the Confidential Information in violation of this Agreement, and any negligent or intentional acts or omissions in the performance of this Agreement by Florida Housing or persons to whom Florida Housing reveals such Confidential Information. Notwithstanding anything to the contrary contained herein, Florida Housing's obligations under this Section 13 shall survive any termination or expiration of this Agreement.

15. Florida Housing may not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of BANA. Nor shall any permitted assignment relieve Florida Housing of its obligations hereunder. Assignment includes assignment, encumbrance or transfer of any kind of all or any rights or obligations arising hereunder or pursuant hereto. Any assignment in violation of this Agreement shall be deemed null and void.

16. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when received, or on the third day after mailing by United States mail, registered or certified, postage pre-paid or via nationally recognized overnight courier and properly addressed, as follows:

Florida Housing:	BANK OF AMERICA:
Name: Stephen P. Auger	[BANA]
Attn: Executive Director	Attn:
Address: 227 N Bronough Street	
Suite 5000	
Tallahassee, FL 32327	MPA No.:
phone: (850) 488-4197	phone:

17. Each party hereby acknowledges that it is aware and agrees that it will advise its Representatives who are informed of Confidential Information, which is subject to this Agreement, that the United States securities laws prohibit any person who has material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling the securities of either party in any situation in which it is foreseeable that

such person is likely to purchase or sell securities as a result of access to such information. Each party, for itself and its Representatives, hereby agrees to comply with such laws.

18. Florida Housing acknowledges and agrees that: (a) any debt-to-income ratio data relating to the mortgage loans ("DTI"), to the extent included in the Confidential Information, either has not been prepared by BANA or has been prepared by or on behalf of BANA based upon information provided to the related originator by the related mortgagors during the loan application or underwriting process, the accuracy or completeness of which information BANA has not independently verified or audited; (b) neither BANA, the issuer of the securities, the underwriter of the securities, nor any of their respective officers, directors, affiliates or agents, makes any representation or warranty as to the accuracy or completeness of such DTI; (c) to the extent included in the Confidential Information, DTI is provided for information purposes only and should not be relied upon as an indicator of the value of any of the mortgage loans or for any other purpose; and (d) Florida Housing shall have no right to rely upon the conclusions or other data set forth in such DTI and shall have no recourse against BANA, or any of their respective partners, affiliates, advisors, counsel or agents, in the event of any errors therein or omissions therefrom.

19. This Agreement constitutes the complete agreement regarding the subject matter hereof and may not be amended or modified, or its requirements waived, except by a writing signed by both parties. No failure or delay in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any other right or power hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In any action by a party to enforce its obligations hereunder, the prevailing party shall be entitled to reimbursement from the other party for all reasonable costs and expenses, including attorneys' fees incurred by the prevailing party in connection with such litigation, including any appeal therefrom. This Agreement may be executed by manual or facsimile signatures and in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

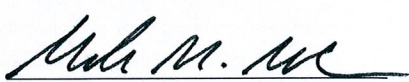
The parties have duly executed and delivered this Confidentiality Agreement as of the date first set forth above.

FLORIDA HOUSING FINANCE CORPORATION

BANK OF AMERICA, N. A.

By: 

Stephen P. Auger, Executive Director

By: 

MARK M. MATKOVOS
(Printed Name)

Title: _____

Title: SVP

Date: 6/10/10

Date: JUNE 22, 2010