

CONFIDENTIALITY AGREEMENT

This "Confidentiality Agreement" is effective the 4th day of January, 2016 (the "Effective Date"), between Florida Housing Finance Corporation ("Agency") and the Federal Home Loan Mortgage Corporation ("Freddie Mac").

WHEREAS, Freddie Mac and Agency are discussing the possibility of entering into an agreement (the "Agreement") whereby Agency may sell certain mortgages to Freddie Mac, either directly or indirectly through another entity; provided, however, that nothing in this Confidentiality Agreement will obligate either party to negotiate or enter into the Agreement; and

WHEREAS, in connection with the parties' discussions and their negotiation of the Agreement (the "Purpose"), Freddie Mac may provide Agency with information that is confidential and proprietary to Freddie Mac.

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Freddie Mac Information:

(a) "Freddie Mac Information" means the names of certain Seller/Serviceers (as described on Exhibit A hereto) that are currently approved to sell mortgages to Freddie Mac and that use Loan Prospector to evaluate mortgages for sale to Freddie Mac.

(b) Agency will treat all Freddie Mac Information as confidential and exempt. Agency will not disclose or permit the disclosure of Freddie Mac Information, except to its employees who need to know such Freddie Mac Information in connection with the Purpose and who have a legal duty to maintain the confidentiality of Freddie Mac Information and to use it only as permitted by this Confidentiality Agreement. Agency will be responsible for the use and disclosure of Freddie Mac Information by Agency's employees.

(c) Agency will mark all Freddie Mac Information as "Confidential" in a prominent place in the document in which it appears and will exercise at least the same degree of care to preserve the confidentiality of Freddie Mac Information that Agency exercises to protect its own confidential information of a similar level of sensitivity, but in no event less than a reasonable degree of care. In the event Agency anticipates that it may be required to release or disclose Freddie Mac Information other than as specified in Section 1(b), Agency will promptly notify Freddie Mac and will take such actions as may be necessary or reasonably requested by Freddie Mac to provide Freddie Mac with a meaningful opportunity to respond as Freddie Mac deems appropriate, within the requirements of the Florida Public Records Act, Chapter 119, Florida Statutes, and Article 1, §24 of the Florida Constitution, as amended from time to time.

2. Using Freddie Mac Information. Agency agrees that it will not contact any Seller/Serviceer listed on Exhibit A to discuss Agency's proposed purchase of mortgages from the Seller/Serviceer if Agency has not purchased any mortgages from that Seller/Serviceer within the preceding 12 months.

3. **Return of Freddie Mac Information:** Agency will return (and, with respect to items that cannot be returned, such as electronic copies, destroy if allowed under applicable state law) all Freddie Mac Information promptly upon written demand by Freddie Mac.

4. **Notices:** All notices required or permitted hereunder will be in writing and deemed to have been properly given: (a) upon personal delivery or by a courier or delivery service; or (b) five (5) business days after mailing by certified mail, postage prepaid, return receipt requested, to the parties at the following addresses (or to such other address of which either party may notify the other in accordance with this paragraph): (i) if to Agency: Chip White, 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301; (ii) if to Freddie Mac: Erin Quinn, with a copy to Freddie Mac, 8200 Jones Branch Drive, Mail Stop 204, McLean, VA 22102, Attn: Managing Associate General Counsel, Corporate Affairs.

5. Miscellaneous:

(a) No modification or waiver of any provision of this Confidentiality Agreement will be valid unless it is in writing and signed by the party against whom it is sought to be enforced. This Confidentiality Agreement will be binding upon Agency and its directors, officers, employees, Agency's partners, principals, agents, successors and assigns (collectively, "Representatives"). Agency will notify all Representatives of their obligations hereunder. This Confidentiality Agreement will be binding upon and inure to the benefit of Freddie Mac, its directors, officers, employees, successors and assigns. Nothing in this Confidentiality Agreement will transfer to Agency any rights in Freddie Mac Information.

(b) The invalidity of any provision of this Confidentiality Agreement will not affect any other provisions, and this Confidentiality Agreement will be construed as if such invalid provision had not been contained herein.

(c) This Confidentiality Agreement is the only agreement between Freddie Mac and Agency relating to the confidentiality of information provided by either party in connection with the Purpose.

IN WITNESS WHEREOF, each party has executed this Confidentiality Agreement effective as of the Effective Date.

Florida Housing Finance Corporation

By: 

Name: Stephen P. Auger

Title: Executive Director

Date: 1/14/16

Federal Home Loan Mortgage Corporation

By: 

Name: Erin Quinn

Title: Director

Date: 1/14/16