

HOMEOWNER ASSISTANCE FUND
COLLABORATION AGREEMENT

(December 13, 2022)

COLLABORATION AGREEMENT made this _____ (“Agreement Date”) between _____ (“Servicer”) and the New Mexico Mortgage Finance Authority (“Program Administrator”).

BACKGROUND

1. Pursuant to Section 3206 of the American Rescue Plan Act of 2021 (the “Act”), Congress established in the Department of the Treasury and funded a Homeowner Assistance Fund (“HAF”) to mitigate financial hardships associated with the coronavirus pandemic by providing appropriated funds to eligible entities for, among other purposes preventing homeowner mortgage delinquencies, defaults, and foreclosures through “qualified expenses” related to mortgages and housing, which include financial assistance to allow a homeowner to reinstate a mortgage or to pay other housing-related costs related to a period of forbearance, delinquency, or default.
2. Pursuant to the Act, the state of New Mexico received an allocation of HAF funds.
3. Pursuant to an agreement with the state of New Mexico, Program Administrator is a participating agency for the distribution of certain of the HAF funds and has adopted a Homeowner Assistance Program to guide such distribution of funds.
4. Servicer services residential mortgage loans of borrowers who are delinquent or in default, forbearance or deferral and who may be eligible for the receipt of HAF funds from the Program Administrator. Servicer utilizes sub-servicer _____ to conduct certain servicing functions on behalf of Servicer. Sub-servicer will be the Program Administrator’s primary point of contact and initial conduit to Servicer in connection with the Homeowner Assistance Fund. Contact information for Sub-servicer and other information is set forth within the attached **Exhibit C** (Sub-servicer Addendum).
5. Program Administrator and Servicer desire to cooperate to facilitate the timely distribution of HAF funds to Servicer for the account of eligible borrowers to enable the borrower to cure outstanding arrearages and cause the reinstatement of the mortgage loan or to pay other housing-related costs related to a period of forbearance, delinquency, or default assistance, in accordance with the principles and processes outlined in this Agreement.

UNDERSTANDINGS

Program Administrator and Servicer acknowledge and agree that:

1. As between Servicer and Program Administrator, Program Administrator has sole responsibility to determine whether a borrower is eligible for HAF funds and, if so, for how much and for what purpose(s).
2. As between Servicer and Program Administrator, Servicer has sole responsibility to administer and service the mortgage loan as to which a borrower may be eligible for HAF funds, including to determine the amounts of either any outstanding arrearages that the borrower may owe on a mortgage loan in order to reinstate the mortgage loan or to enable the borrower to pay other housing related costs related to a period of forbearance, delinquency, or default, plus one additional monthly payment.
3. Servicer administers and services any such mortgage loan in accordance with applicable law, a third-party servicing agreement, applicable insurance policies, and potentially other contractual requirements. Nothing in this Agreement is intended to require, or will require, Servicer to violate or breach these requirements.
4. Program Administrator may contact Servicer, or Servicer, with proper authorization from the borrower, may contact Program Administrator, about the potential availability of HAF funds to cure a particular borrower's arrearages or to pay other housing-related costs related to a period of forbearance, delinquency, or default.
5. Subject to the receipt of an executed "Third Party Authorization" in the form attached to this Agreement as **Exhibit A** ("Third Party Authorization Form") authorizing Servicer to share with Program Administrator information about the status of borrower's mortgage loan, Servicer will share such information with Program Administrator through a mutually agreeable form of secure common data file, or other mutually-agreed upon format. Program Administrator in turn will evaluate such information, determine if the borrower is eligible for HAF funds and, if so, for how much and for what purposes(s) and share such determinations with the borrower and Servicer.
6. If the amount of approved HAF funds is insufficient to cure any arrearage or pay other outstanding amounts due under the mortgage loan, Program Administrator may consult with the borrower to discuss borrower's willingness and ability, either directly or through other third parties, to supplement the available HAF funds to cure such arrearage or pay other outstanding amounts due under the mortgage loan and Program Administrator will notify Servicer accordingly.
7. If the amount of approved HAF funds is sufficient to cure any arrearage or pay other outstanding amounts due under the mortgage loan, either alone or in combination with any other funds payable by or on behalf of borrower, Program Administrator and Servicer will cooperate to facilitate the timely distribution of HAF funds by Program Administrator to Servicer for the account of the borrower and the timely application by Servicer of such funds (and any other funds paid by

or on behalf of borrower) to the account of the borrower, in accordance with applicable law and servicer's standard policies and procedures for handling mortgage payments.

8. Both Servicer and Administrator agree that time is of the essence in Program Administrator's determination of a borrower's eligibility for HAF and the subsequent distribution and application of HAF funds. Timely application by Servicer of sufficient HAF funds and other supplementary funds for the account of the borrower is governed by applicable law.
9. All communication that includes borrower's "Nonpublic Personal Information" between Program Administrator and Servicer will be through encrypted email, secure loan port or other similar secure electronic delivery system. In accordance with HUD, Treasury, privacy, telemarketing, and information security laws, regulations, and guidelines, Program Administrator and Servicer will maintain or implement appropriate measures designed to (a) ensure the security and confidentiality of any Nonpublic Personal Information it receives from the other party, including, without limitation, appointing a manager or group to coordinate compliance with the confidentiality obligations herein, (b) protect against any anticipated threats or hazards to the security or integrity of such information, including, without limitation, implementing necessary screening and background checks for individuals that may access or use the Nonpublic Personal Information as permitted by this Agreement, (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the subject of such information, (d) to the extent feasible, ensure the proper disposal of all Nonpublic Personal Information received from the other party upon the termination of this Agreement for any reason, unless the information is required to be retained for legal or regulatory record retention purposes, (e) treat the Nonpublic Personal Information with at least the same degree of care that it uses to protect its own confidential and proprietary information of a similar nature but with no less than a reasonable degree of care, and (f) implement or utilize appropriate technological safeguards that are at least in compliance with the Gramm-Leach Bliley Act as well as any generally recognized industry standards. For the purposes of this Agreement, the term "Nonpublic Personal Information" is any information received from or provided by the other party which pertains to or identifies an individual, such as a name, postal address, e-mail or IP address, facsimile or phone number, mother's maiden name, social security or identification number, transactional, employment, or financial data, medical or health records, gender, political, profile, account, and password information.
10. Execution of this Agreement is voluntary and either party may terminate this Agreement without cause with 30 days written notice. A Servicer may choose to participate in one or more HAF programs.
11. Program Administrator or its third-party partners assisting in the intake function must secure written authorization from each borrower to share information. Servicer must receive a copy of the signed Third Party Authorization Form.

12. The allowable uses of HAF program as designed by the Program Administrator and approved the U.S. Department of the Treasury are attached to this Agreement as **Exhibit B**, Term Sheets.
13. Servicer and Program Administrator may agree for the provision of reports and other information in mutually agreeable form and content relating to the subject of this Agreement.
14. Program Administrator is responsible for continuing eligibility of the borrower for its HAF program and any related fraud detection. Servicer will not be required to repay amounts applied to a borrower's loan if that borrower is later determined to be ineligible absent fraud or gross negligence on the part of Servicer.
15. Servicer will conduct any transfer of servicing rights pertaining to mortgage loans covered under this Agreement in accordance with Regulation X implementing the Real Estate Settlement Procedures Act.
16. Where applicable, Program Administrator will provide at least 30 days' notice to Servicer before it will cease, reduce or otherwise vary payments on borrower's behalf from that previously disclosed to Servicer in order to allow Servicer time to evaluate the borrower for other loss mitigation options.
17. Should Servicer receive more funds than needed from Program Administrator for the account of any particular borrower, Servicer will remit the surplus funds back to Program Administrator within thirty (30) days of receiving the funds. If the surplus funds, above the additional monthly payment included with all reinstatements, are equal to or less than (\$500.00), Servicer does not need to remit the funds back to the Program Administrator, but instead, will apply those funds to reduce that borrower's outstanding loan principal.
18. Servicer and Program Administrator each will establish a specific point of contact for HAF cases and HAF program matters ("Servicer Point of Contact" and "Program Administrator Point of Contact", respectively), whom they may change from time to time at their discretion.

19. Please indicate the HAF programs the Servicer is participating in. Please also provide a reason if you are not participating in any particular program.

Program Type	Yes	No	Reason/Comment
Reinstatement (R-program)			
Monthly Payment Assistance (U-program)			
Principal Reduction/Recast (K-program)			
Loss Mit with State Contribution (P-program)			
Lien Extinguishment (J-program)			

21. Initially, the Servicer Point of Contact is:

Name:	
Phone (direct line – not general inquiry):	
Email:	
Servicer Three Letter Abbreviation for Common Data File:	

22. Escalation Servicer Point of Contact is:

Name:	
Phone (direct line – not general inquiry):	
Email:	

23. Initially, the Program Administrator Point of Contact is:

Name: Brittany Coats
 Phone: 505-767-2233
 Email: bcoats@housingnm.org

21. Servicer is not authorized or empowered to determine and/or communicate to the homeowner eligibility for HAF foreclosure prevention programs. Program Administrator is not authorized or empowered to determine and/or communicate to the homeowner eligibility for foreclosure prevention programs of Servicer. Program Administrator retains sole authority for its program eligibility determination and communication to the homeowner and Servicer. Servicer will communicate with borrowers and Program Administrator regarding loan modification and other Servicer-driven approvals.

PROGRAM ADMINISTRATOR:

NEW MEXICO MORTGAGE FINANCE AUTHORITY

By: _____

Patrick Ortiz
Director of Asset Management

SERVICER:

Servicer Name

By: _____

[Servicer Official – INSERT NAME]

EXHIBIT A

Third Party Authorization Form

HOMEOWNER ASSISTANCE FUND

Third Party Authorization

“I” and “My” means and refers to individually and collectively the undersigned Owner and Co-Owner (if any), and any non-owner borrower identified below.

“Servicer” means the first mortgage lender/servicer identified below.

“Third Party” means individually and collectively the third parties (including their employees, contractors, subcontractors, agents, successor, and assigns) identified below.

I authorize the Servicer and any Third Party to obtain, share, release, discuss, and otherwise provide to, and with each other, information with my public and non-public personal information contained, related to my mortgage loans, insurance policies and associated premiums, tax and homeowner payment obligations. This information may include (but is not limited to) the name, address, telephone number, social security number, credit score, credit report, income, government monitoring information, loss mitigation application status, account balances, program eligibility, and payment activity of the Owner and non-owner borrower. I also understand and consent to the disclosure of my personal information and the terms of any applications, agreements, or other communications under any Homeowner Assistance Fund Program operated by Servicer or MFA to the U.S. Department of the Treasury or their agents in connection with their responsibilities under the American Rescue Plan Act of 2021.

The Servicer and any Third Party is authorized to take such steps as it may deem reasonable to verify the identity of a Third Party, but has no responsibility or liability to verify the identity of such Third Party. The Servicer also has no responsibility or liability for what a Third Party does with such information.

Before signing this Third Party Authorization, beware of foreclosure rescue scams!

- A HUD-approved housing counselor, HFA representative or other authorized third party may work directly with the Owner's lender/mortgage servicer.
- The Owner can visit <https://www.hud.gov/findacounselor> to identify a HUD-approved housing counseling agency.
- Beware of anyone who asks for a fee in exchange for a counseling service or modification of a delinquent loan.

All Owners and non-owner borrowers should sign this Third Party Authorization. This Third Party Authorization is not revocable except as otherwise required by applicable law.

First Mortgage Lender/Servicer Name [Account][Loan] Number

Property Address: _____

THIRD PARTIES:

[Counseling Agency] [Agency Contact Name and Phone Number]

[State HFA Entity] [State HFA Contact Name and Phone Number]

[Other Third Party] [Third Party Contact Name and Phone Number]

The following are optional:

Second Mortgage Lender/Servicer Name: _____

Phone Number: _____

Hazard Insurance Company: _____

Policy Number: _____

Phone Number: _____

Condominium Association (if applicable): _____

Phone Number: _____

City/Town/County Taxing Authorities: _____

Phone Number: _____

Name of Owner: _____

Employer: _____

Phone Number _____

Name of Owner: _____

Employer: _____

Phone Number _____

Name of Non-Owner Borrower: _____

Employer: _____

Phone Number _____

Name of Non-Owner Borrower: _____

Employer: _____

Phone Number _____

Owner's Attorney: _____

Phone Number: _____

Other Designated Representative(s) authorized to act on behalf of Owner:

Name(s) and Telephone Number(s): _____

Relationship: _____

Relationship: _____

Relationship: _____

Other

I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION:

Owner

Co-Owner

Printed Name _____

Printed Name _____

Signature _____



Signature _____



Date _____

Date _____

Additional Co-Owner

Additional Co-Owner

Printed Name _____

Printed Name _____

Signature _____



Signature _____



Date _____

Date _____

Non-Owner Borrower

Additional Non-Owner Borrower

Printed Name _____

Printed Name _____

Signature _____



Signature _____



Date _____

Date _____

EXHIBIT B

TERM SHEETS

New Mexico Homeowner Assistance Fund
Program Term Sheets

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Homeownership Loan Reinstatement/Loss Mitigation Program

New Mexico Homeowner Assistance Fund – Homeownership Loan Reinstatement/Loss Mitigation Program

<u>Criteria</u>	<u>Program Terms</u>
<u>Brief description</u>	<p>The Homeownership Loan Reinstatement/ Loss Mitigation Program will provide up \$20,000 per household to eliminate delinquencies, reinstate a homeownership loan, including the current month (delinquency plus one month) and/or provide funds which will assist homeowners achieve housing cost affordability through principal reduction or post-loss mitigation lien extinguishment.</p> <p>HAF Funds may be used to bring the account fully current, with no remaining delinquent amounts, and to repay amounts advanced by the lender or servicer on the borrower’s behalf for property charges, including property taxes, hazard insurance premiums, flood or wind insurance premiums, ground rents, condominium fees, cooperative maintenance fees, planned unit development fees, homeowners’ association fees or utilities that the servicer advanced to protect lien position. Payment may also include any reasonably required legal fees. HAF Funds may be used for a partial reinstatement if the full reinstatement amount exceeds the household maximum.</p> <p>Homeowner households who are working with their homeownership loan servicer to complete loss mitigation will have the opportunity to incorporate HAF into their default resolution as allowed by servicer procedures and investor guidelines. Servicers should inform the homeowner households who are in default of the availability of the funds and should encourage homeowner households to apply for funding to assist with lump sum reinstatement or for principal reduction through the loss mitigation process. HAF funds may be used to reimburse partial claim liens after loss mitigation, as allowed for by servicer and investor guidelines.</p> <p>Assistance will be available for households without access to loss mitigation or that have already exhausted loss mitigation. HAF funds may also be used prior to or during the loss mitigation process. To the extent the Common Data File (CDF) is implemented by a servicer, the Participant will utilize the process to verify ongoing loss mitigation activity and to facilitate assistance.</p>

<p><u>Maximum amount of assistance per homeowner</u></p>	<p>Each household will be eligible for up to \$20,000 of HAF funding to be used only for the homeowner’s primary residence.</p> <p>If a household is requesting assistance for multiple eligible housing costs such as property taxes or annual homeowner’s insurance premiums, whether in conjunction with delinquent payment assistance or separate and apart from a monthly homeownership payment structure, and/or is requesting assistance through other program design elements (with the exception of the utility assistance program design element), the per household award shall not exceed \$20,000. Utility assistance has a separate household maximum and is excluded from the \$20,000 household maximum benefit available for the pilot, homeownership loan reinstatement/loss mitigation, homeownership loan payment, property charge (insurance) default resolution and property charge (taxes) default resolution program design elements.</p>
<p><u>Homeowner eligibility criteria and documentation requirements</u></p>	<p>Households are eligible to receive loan reinstatement/loss mitigation assistance if they (1) attest that they experienced a financial hardship after January 21, 2020 associated with the COVID-19 health crisis, (2) provide income documentation and have incomes equal to or less than 150% of the area median income or 100% of the median income for the United States, whichever is greater, and (3) currently own and occupy a primary residence in New Mexico.</p> <p>To be eligible for reinstatement and/or loss mitigation assistance, the applicant(s) will provide a self-attestation that the household is able to resume the monthly housing payment following receiving assistance. Assistance is limited to a one-time benefit per household but can be applied in combination to provide the maximum benefit to the homeowner.</p> <p>To be eligible for an award for principal reduction, applicants must be working with their loan servicer independently or with the assistance of a housing counselor to explore available loss mitigation and be approved by their loan servicer for a principal reduction solution and be able to resume payments following assistance. For assistance with partial claim reimbursement, the applicant or servicer will be required to provide evidence of a completed partial claim.</p> <p>Where loss mitigation is available, HAF funds may be used to supplement other forms of loss mitigation. Assistance will be available for households without access to loss mitigation or that have already exhausted loss mitigation. HAF funds may also be used prior to or during the loss mitigation process.</p> <p>Indicate documentation requirements listed here:</p>

	<p>Documentation requirements include a legally issued form of identification, documents needed to verify household income, and documentation needed to verify the reinstatement amount such as a current homeownership loan statement or reinstatement quote, or other evidence of housing cost delinquency and/or a partial claim. In some instances, evidence of a valid loss mitigation offer from a loan servicer may be required to evidence principal reduction amounts.</p> <p>To the extent the Common Data File (CDF) is implemented by a servicer, the Participant will utilize the process to verify reinstatement/loss mitigation amounts through the servicer.</p>
<p><u>Loan eligibility criteria specific to the program</u></p>	<p>For reinstatement and principal reduction, the loan must be delinquent by at least one payment, including any payments during a forbearance period, or, in the case of a reverse mortgage, has outstanding property charges whether in default or in a repayment plan. A payment will be considered delinquent one (1) day following the due date.</p> <p>Eligible loans include a mortgage, deed of trust, or other consensual security interest on a principal residence and homeowners with consensual contractual agreements on a principal residence such as real estate contracts, lease-purchase contracts, mobile/manufactured home loans, chattel loans and/or land contracts.</p> <p>Eligible properties include single-family residential properties, condominiums and townhomes, manufactured homes permanently affixed to real property and taxed as real estate, and mobile homes not permanently affixed to real property.</p> <p>Home Equity Line of Credit (HELOC) loans are ineligible.</p>

Form of assistance

Assistance will be structured as a non-recourse grant. Assistance is not required to be repaid and the Participant will not collect or issue taxable income documentation such as W-9 or 1099 forms, except in cases where the funds are be paid directly to an individual lienholder without an LLC or LLC. This may include private lienholders of homeownership contracts, lease to own contracts, manufactured home land/lot contracts, etc. Private contract lienholders will be required to opt into the program and provide their social security number or taxpayer identification number.

Payment requirements

MFA will disburse HAF assistance directly via check or electronic funds transfer to the homeownership loan lender/servicer, land contract holder, manufactured/mobile home lender, and/or other housing provider as appropriate.

Homeownership Loan Payment Assistance

New Mexico Homeowner Assistance Fund – Homeownership Loan Payment Assistance

<u>Criteria</u>	<u>Program Terms</u>
<u>Brief description</u>	<p>The Homeownership Loan Payment Assistance program design element will provide payment assistance to homeowner households unable to make mortgage or homeownership loan payments due to financial hardship associated with the COVID-19 health crisis.</p> <p>HAF funds may be used to reduce a homeowner’s mortgage/homeownership loan payments for monthly housing payments due within a 12-month period following the initial date of approval of the application. The Participant will allocate funding on a first come, first served basis, and will not reserve the entire household maximum for each approved application. Ongoing monthly assistance will be available as described as long as funding is available.</p> <p>Where loss mitigation is available, HAF funds may be used to supplement loss mitigation. Assistance will be available for households without access to loss mitigation or that have already exhausted loss mitigation. HAF funds may also be used prior to or during the loss mitigation process. To the extent the Common Data File (CDF) is implemented by a servicer, the Participant will utilize the process to verify ongoing loss mitigation activity and to facilitate monthly payment assistance.</p>
<u>Maximum amount of assistance per homeowner</u>	<p>Each household will be eligible for up to \$20,000 of HAF funding, to be used only for the homeowner household’s primary residence.</p> <p>If a household is requesting assistance for multiple eligible housing costs such as property taxes or annual homeowner’s insurance premiums, whether in conjunction with delinquent payment assistance or separate and apart from a monthly homeownership payment structure, and/or is requesting assistance through other program design elements (with the exception of the utility assistance program design element), the per household award shall not exceed \$20,000. Utility assistance has a separate household maximum and is excluded from the \$20,000 household maximum benefit available for the pilot, homeownership loan reinstatement/loss mitigation, homeownership loan payment, property charge (insurance) default resolution and property charge (taxes) default resolution program design elements.</p>

Homeowner eligibility criteria and documentation requirements

Homeowner households are eligible to receive assistance under the mortgage payment assistance program design element if they (1) attest that they experienced a financial hardship after January 21, 2020 associated with the COVID-19 health crisis, (2) provide income documentation and have incomes equal to or less than 150% of the area median income or 100% of the median income for the United States, whichever is greater, and (3) currently own and occupy a primary residence in New Mexico.

Where loss mitigation is available, HAF funds may be used to supplement loss mitigation. Assistance will be available for households without access to loss mitigation or that have already exhausted loss mitigation. HAF funds may also be used prior to or during the loss mitigation process.

In order for homeowner households to receive monthly housing payments due within a 12-month period following the initial date of approval of the application, the household must also meet the following criteria:

- The household will provide a self-attestation that the household is struggling to sustain their housing payments due to unemployment or zero income.
- The household's contractual homeownership loan payment(s) exceed(s) 40% of the household's gross income, if any.
- One or more household members is unemployed and receiving unemployment benefits.

Indicate documentation requirements:

Documentation requirements include a legally issued form of identification, documents needed to verify household income, and documentation needed to verify past due amounts, if applicable, and/or the contractual monthly payment such as a homeownership loan statement or other evidence of housing cost delinquency. Documentation evidencing unemployment, such as unemployment benefits or affidavit of zero income. Documentation may be required to recertify income and eligibility status every three (3) months of assistance.

Loan eligibility criteria specific to the program

Delinquent by at least one payment, including any payments during a forbearance period. A payment will be considered delinquent one (1) day following the due date.

Eligible loans include those with a mortgage, deed of trust, or other consensual security interest on a principal residence and homeowners with consensual contractual agreements on a principal residence such as real estate contracts, lease-purchase contracts, mobile/manufactured home loans, chattel loans and/or land contracts.

	<p>Eligible properties include single-family residential properties, condominiums and townhomes, manufactured homes permanently affixed to real property and taxed as real estate, and mobile homes not permanently affixed to real property.</p> <p>Home Equity Line of Credit (HELOC) loans are ineligible.</p>
<u>Form of Assistance</u>	<p>Assistance will be structured as a non-recourse grant. Assistance is not required to be repaid and the Participant will not collect or issue taxable income documentation such as W-9 or 1099 forms, except in case where the funds are be paid directly to an individual lienholder without an LLC or LLC. This may include private lienholders of homeownership contracts, lease to own contracts, manufactured home land/lot contracts, etc. Private contract lienholders will be required to opt into the program and provide their social security number or taxpayer identification number.</p>
<u>Payment requirements</u>	<p>MFA will disburse HAF assistance directly via check or electronic funds transfer to the mortgage lender/servicer, land contract holder, manufactured/mobile home lender and/or other housing provider as appropriate.</p>

Property Charge Default Resolution (Insurance)

New Mexico Homeowner Assistance Fund – Property Charge Default Resolution (Insurance)

<p><u>Criteria</u></p>	<p><u>Program Terms</u></p>
<p><u>Brief description</u></p>	<p>The Property Charge Default Resolution (Insurance) program design element will provide up to \$20,000 per household to resolve any property charge default that threatens a homeowner’s ability to sustain ownership of the property. This program design element is intended to assist with property charges outside of a homeownership loan escrow or not covered under the Homeownership Loan reinstatement/loss mitigation or Homeownership Loan Payment Assistance program design elements (which will also pay property charges associated with homeownership loan escrows).</p> <p>HAF Funds may be used to pay past due property insurance premiums that threaten sustained ownership of the property and must be brought current by program assistance or resolved concurrently with the program design element providing assistance.</p> <p>Each household may receive funding for up to three years for insurance premiums including force placed insurance. Funds may also be used to pay property charges coming due in the 90 days following household application approval.</p>
<p><u>Maximum amount of assistance per homeowner</u></p>	<p>Each household will be eligible for up to \$20,000 of HAF funding with respect to the applicant’s primary residence. Each household may receive funding for up to three years of premiums, including force placed insurance. Funds may also be used to pay property charges coming due in the 90 days following household application approval.</p> <p>If a household is requesting assistance for multiple eligible housing costs such as property taxes or annual homeowner’s insurance premiums, whether in conjunction with delinquent payment assistance or separate and apart from a monthly homeownership payment structure, and/or is requesting assistance through other program design elements (with the exception of the utility assistance program design element), the per household award shall not exceed \$20,000. Utility assistance has a separate household maximum and is excluded from the \$20,000 household maximum benefit available for the pilot, homeownership loan reinstatement/loss mitigation, homeownership loan payment, property charge (insurance) default resolution and property charge (taxes) default resolution program design elements.</p>

<p><u>Homeowner eligibility criteria and documentation requirements</u></p>	<p>Homeowner households are eligible to receive property charge assistance under the NMHAF if they (1) attest that they experienced a financial hardship after January 21, 2020 associated with the COVID-19 health crisis, (2) provide income documentation and have incomes equal to or less than 150% of the area median income or 100% of the median income for the United States, whichever is greater, and (3) currently own and occupy a primary residence in New Mexico.</p> <p>In order to receive assistance, the applicant(s) will provide a self-attestation that the household is able to resume the monthly housing payment (where applicable) following receiving assistance.</p> <p>Homeowner household is at least one installment payment in arrears on one or more property charges including:</p> <ul style="list-style-type: none"> • Insurance: homeowner, hazard, flood, wind premiums <p>Indicate documentation requirements:</p> <p>Documentation requirements include a legally issued form of identification, documents needed to verify household income, and documentation needed to verify property charge delinquency such as an invoice or other evidence of property charges delinquency.</p>
<p><u>Loan eligibility criteria specific to the program</u></p>	<p>N/A</p>
<p><u>Form of assistance</u></p>	<p>Assistance will be structured as a non-recourse grant. Assistance is not required to be repaid and the Participant will not collect or issue taxable income documentation such as W-9 or 1099 forms.</p>

<p><u>Payment requirements</u></p>	<p>MFA will disburse HAF assistance via check or electronic funds transfer directly to the eligible entity to which the housing cost is due.</p>
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Property Charge Default Resolution (Taxes)

New Mexico Homeowner Assistance Fund – Property Charge Default Resolution (Taxes)

<u>Criteria</u>	<u>Program Terms</u>
<u>Brief description</u>	<p>The Property Charge Default Resolution (Taxes) program design element will provide up to \$20,000 per household to resolve any property charge default that threatens a homeowner’s ability to sustain ownership of the property. This program design element is intended to assist with property charges outside of a homeownership loan escrow or not covered under the Homeownership Loan reinstatement/loss mitigation or Homeownership Loan Payment Assistance program design elements (which will also pay property charges associated with homeownership loan escrows).</p> <p>HAF Funds may be used to pay past due property taxes that threaten sustained ownership of the property and must be brought current by program assistance or resolved concurrently with the program design element providing assistance.</p> <p>Each household may receive funding for up to three years of delinquent taxes. Funds may also be used to pay property charges coming due in the 90 days following household application approval.</p>
<u>Maximum amount of assistance per homeowner</u>	<p>Each household will be eligible for up to \$20,000 of HAF funding with respect to the applicant’s primary residence. Each household may receive funding for up to three years of delinquent taxes. Funds may also be used to pay property charges coming due in the 90 days following household application approval.</p> <p>If a household is requesting assistance for multiple eligible housing costs such as property taxes or annual homeowner’s insurance premiums, whether in conjunction with delinquent payment assistance or separate and apart from a monthly homeownership payment structure, and/or is requesting assistance through other program design elements (with the exception of the utility assistance program design element), the per household award shall not exceed \$20,000. Utility assistance has a separate household maximum and is excluded from the \$20,000 household maximum benefit available for the pilot, homeownership loan reinstatement/loss mitigation, homeownership loan payment, property charge (insurance) default resolution and property charge (taxes) default resolution program design elements.</p>

<p><u>Homeowner eligibility criteria and documentation requirements</u></p>	<p>Homeowner households are eligible to receive property charge assistance under the NMHAF if they (1) attest that they experienced a financial hardship after January 21, 2020 associated with the COVID-19 health crisis, (2) provide income documentation and have incomes equal to or less than 150% of the area median income or 100% of the median income for the United States, whichever is greater, and (3) currently own and occupy a primary residence in New Mexico.</p> <p>In order to receive assistance, the applicant(s) will provide a self-attestation that the household is able to resume the monthly housing payment (where applicable) following receiving assistance.</p> <p>Homeowner household is at least one installment payment in arrears on one or more property charges including:</p> <ul style="list-style-type: none"> • Property taxes <p>Indicate documentation requirements:</p> <p>Documentation requirements include a legally issued form of identification, documents needed to verify household income, and documentation needed to verify property charge delinquency such as a tax statement, invoice, or other evidence of property charges delinquency.</p>
<p><u>Loan eligibility criteria specific to the program</u></p>	<p>N/A</p>
<p><u>Form of assistance</u></p>	<p>Assistance will be structured as a non-recourse grant. Assistance is not required to be repaid and the Participant will not collect or issue taxable income documentation such as W-9 or 1099 forms.</p>

<p><u>Payment requirements</u></p>	<p>MFA will disburse HAF assistance via check or electronic funds transfer directly to the eligible entity to which the housing cost is due.</p>
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EXHIBIT C

SUBSERVICER ADDENDUM

1. (Servicer) utilizes Sub-servicer
to conduct certain servicing functions on behalf of Servicer. Sub-servicer will be the Program Administrator's
primary point of contact and initial conduit to Servicer in connection with the Homeowner Assistance Fund.
2. Program Administrator should contact the following representative for all matters related to the
Homeowner Assistance Fund:
Name:
Email:
Phone:
Address:

3. Program Administrator should direct escalated inquiries to the following Servicer representative:

Contact person:

Email:

Phone:

Address:

4. As part of the sub-servicing agreement between Servicer and sub-servicer, the sub-servicer possesses corporate resolution authority to execute certain documents on behalf of Servicer, including loan- and property-level documents.

Where the sub-servicer does execute documents using its corporate resolution authority, their signature will read as follows:

Name of Representative:

Title or Representative:

Department:

Signature:

Date: