

**THIRTEENTH AMENDMENT TO
COMMITMENT TO PURCHASE FINANCIAL INSTRUMENT
and
HFA PARTICIPATION AGREEMENT**

This Thirteenth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Thirteenth Amendment”) is entered into as of the date set forth on Schedule A attached hereto as the Thirteenth Amendment Date (the “Amendment Date”), by and among the United States Department of the Treasury (“Treasury”), the undersigned party designated as HFA whose description is set forth in Schedule A attached hereto (for convenience, a “state housing finance agency” or “HFA”) and the undersigned institution designated by HFA to participate in the program described below (“Eligible Entity”).

Recitals

WHEREAS, Treasury, HFA and Eligible Entity entered into that certain Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Original HPA”) dated as of the Closing Date, as previously amended by that certain First Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “First Amendment”), as further amended by that certain Second Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Second Amendment”), as further amended by that certain Third Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Third Amendment”), as further amended by that certain Fourth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Fourth Amendment”), as further amended by that certain Fifth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Fifth Amendment”), as further amended by that certain Sixth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Sixth Amendment”), as further amended by that certain Seventh Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Seventh Amendment”), as further amended by that certain Eighth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Eighth Amendment”), as further amended by that certain Ninth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Ninth Amendment”), as further amended by that certain Tenth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Tenth Amendment”), and as further amended by that certain Eleventh Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Eleventh Amendment”), and as further amended by that certain Twelfth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Twelfth Amendment”; and together with the Original HPA as amended thereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, and the Eleventh Amendment, the “Current HPA”), dated as of their respective dates as set forth on Schedule A attached hereto, in connection with Treasury’s federal housing program entitled the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets (the “HHF Program”), which was

established pursuant to the Emergency Economic Stabilization Act of 2008 (P.L. 110-343), as amended, as the same may be amended from time to time (“EESA”);

WHEREAS, HFA and Eligible Entity submitted a request to Treasury to make certain revisions to their existing Service Schedules and Permitted Expenses, as applicable, and Treasury has agreed to the same;

WHEREAS, HFA, Eligible Entity and Treasury wish to enter into this Thirteenth Amendment to document all approved modifications to the Service Schedules and Permitted Expenses, as applicable;

Accordingly, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Treasury, HFA and Eligible Entity agree as follows.

Agreement

1. Amendments

A. Definitions. All references in the Current HPA to the “Agreement” shall mean the Current HPA, as further amended by this Thirteenth Amendment; and all references in the Current HPA to Schedules A, B or C shall mean the Schedules A, B or C attached to this Thirteenth Amendment. All references herein to the “HPA” shall mean the Current HPA, as further amended by this Thirteenth Amendment.

B. Schedule A. Schedule A attached to the Current HPA is hereby deleted in its entirety and replaced with Schedule A attached to this Thirteenth Amendment.

C. Schedule B. Schedule B attached to the Current HPA is hereby deleted in its entirety and replaced with Schedule B attached to this Thirteenth Amendment.

D. Schedule C. Schedule C attached to the Current HPA is hereby deleted in its entirety and replaced with Schedule C attached to this Thirteenth Amendment.

2. Representations, Warranties and Covenants

A. HFA and Eligible Entity. HFA and Eligible Entity, each for itself, make the following representations, warranties and covenants to Treasury and the truth and accuracy of such representations and warranties and compliance with and performance of such covenants are continuing obligations of HFA and Eligible Entity, each as to itself. In the event that any of the representations or warranties made herein cease to be true and correct or HFA or Eligible Entity breaches any of its covenants made herein, HFA or Eligible Entity, as the case may be, agrees to notify Treasury immediately and the same shall constitute an Event of Default under the HPA.

(1) HFA and Eligible Entity each hereby certifies, represents and warrants as of the date hereof that each of the representations and warranties of HFA or Eligible Entity, as applicable, contained in the HPA are true, correct, accurate and complete in all material

respects as of the date hereof. All covenants of HFA or Eligible Entity, as applicable, contained in the HPA shall remain in full force and effect and neither HFA, nor Eligible Entity is in breach of any such covenant.

(2) Eligible Entity has the full corporate power and authority to enter into, execute, and deliver this Thirteenth Amendment and any other closing documentation delivered to Treasury in connection with this Thirteenth Amendment, and to perform its obligations hereunder and thereunder.

(3) HFA has the full legal power and authority to enter into, execute, and deliver this Thirteenth Amendment and any other closing documentation delivered to Treasury in connection with this Thirteenth Amendment, and to perform its obligations hereunder and thereunder.

3. Miscellaneous

A. The recitals set forth at the beginning of this Thirteenth Amendment are true and accurate and are incorporated herein by this reference.

B. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the HPA.

C. Any provision of the HPA that is determined to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the HPA, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.

D. This Thirteenth Amendment may be executed in two or more counterparts (and by different parties on separate counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic copies of this Thirteenth Amendment shall be treated as originals for all purposes.

[SIGNATURE PAGE FOLLOWS; REMAINDER OF PAGE
INTENTIONALLY LEFT BLANK]

In Witness Whereof, HFA, Eligible Entity and Treasury by their duly authorized officials hereby execute and deliver this Thirteenth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement as of the Amendment Date.

HFA:

STATE OF ARIZONA, ARIZONA
DEPARTMENT OF HOUSING

By: /s/ Michael Traylor
Name: Michael Traylor
Title: Director

TREASURY:

UNITED STATES DEPARTMENT OF THE
TREASURY

By: _____
Name: Timothy J. Bowler
Title: Acting Assistant Secretary for
Financial Stability

ELIGIBLE ENTITY:

ARIZONA HOME FORECLOSURE
PREVENTION FUNDING CORPORATION

By: /s/ Michael Traylor
Name: Michael Traylor
Title: Chairman

EXHIBITS AND SCHEDULES

Schedule A	Basic Information
Schedule B	Service Schedules
Schedule C	Permitted Expenses

SCHEDULE A

BASIC INFORMATION

Eligible Entity Information:

Name of the Eligible Entity:	Arizona Home Foreclosure Prevention Funding Corporation
Corporate or other organizational form:	Arizona Non-Profit corporation
Jurisdiction of organization:	Arizona domiciliary
Notice Information:	

HFA Information:

Name of HFA:	State of Arizona, Arizona Department of Housing
Organizational form:	Constituent Department of the State of Arizona
Date of Application:	April 16, 2010
Date of Action Plan:	September 1, 2010
Notice Information:	

<u>Program Participation Cap:</u>	\$267,766,006.00
-----------------------------------	------------------

<u>Portion of Program Participation Cap Representing Original HHF Funds:</u>	\$125,100,000.00
--	------------------

<u>Portion of Program Participation Cap Representing Unemployment HHF Funds:</u>	N/A
--	-----

<u>Permitted Expenses:</u>	\$34,864,954.00
----------------------------	-----------------

<u>Closing Date:</u>	June 23, 2010
----------------------	---------------

<u>First Amendment Date:</u>	September 23, 2010
------------------------------	--------------------

<u>Second Amendment Date:</u>	September 29, 2010
-------------------------------	--------------------

<u>Third Amendment Date:</u>	December 16, 2010
<u>Fourth Amendment Date:</u>	January 26, 2011
<u>Fifth Amendment Date:</u>	March 31, 2011
<u>Sixth Amendment Date:</u>	May 25, 2011
<u>Seventh Amendment Date:</u>	August 31, 2011
<u>Eighth Amendment Date:</u>	March 29, 2012
<u>Ninth Amendment Date:</u>	July 17, 2012
<u>Tenth Amendment Date:</u>	August 24, 2012
<u>Eleventh Amendment Date:</u>	June 6, 2013
<u>Twelfth Amendment Date:</u>	October 30, 2013
<u>Thirteenth Amendment Date:</u>	February 27, 2014

Eligible Entity Depository Account Information: See account information set forth in the Depository Account Control Agreement between Treasury and Eligible Entity regarding the HHF Program.

SCHEDULE B

SERVICE SCHEDULES

The Service Schedules attached as Schedule B to the Current HPA are hereby deleted in their entirety and replaced with the attached Service Schedules (numbered sequentially as Service Schedule B-1, Service Schedule B-2, et. seq.), which collectively comprise Schedule B to the HPA.

SERVICE SCHEDULE B-1

**SAVEMYHOMEAZ
Principal Reduction Assistance
Summary Guidelines**

1. Program Overview	<p>Principal Reduction Assistance is being administered by the Arizona Department of Housing (“ADOH”) on behalf of the Arizona Home Foreclosure Prevention Funding Corporation (“AHFPFC”). Assistance under this component is provided to homeowners who have suffered an eligible hardship to reduce the outstanding principal balances of qualifying properties with negative equity.</p> <p>Efforts under this component include monetary assistance for: (a) principal reduction of a borrower’s primary mortgage accomplished exclusively through either an interest rate reduction and/or term extension to achieve a permanent modification, or a reamortization of the remaining unpaid principal balance (“recast”) to achieve a lower monthly payment (“Modification or Reamortization PRA”); (b) principal reduction of a borrower’s primary mortgage contingent upon eligibility for a Home Affordable Refinance Program (“HARP”) mortgage refinance or other substantively similar mortgage refinance (“HARP PRA”); (c) reduction or elimination of an amount up to or equal to the existing non-interest-bearing forbearance that was the outcome of a prior loan modification (“Forbearance Elimination”); or (d) principal reduction of primary mortgages in significant negative equity positions for “non-delinquent” borrowers to an amount as close to 100% loan-to-value (“LTV”) ratio as the amount of per-household assistance will permit to reduce the risk of potential default by such borrowers (“Negative Equity Reduction”).</p> <p>A borrower’s primary mortgage lender may agree to make a matching reduction to the principal balance of the primary loan.</p>
2. Program Goals	<p>The goal of the Principal Reduction Assistance component is to help homeowners avoid foreclosure by reducing the principal balance of their primary mortgage to either (a) facilitate a permanent loan modification or recast that achieves an affordable monthly mortgage payment or (b) reduces a borrower’s negative equity position to an amount as close to 100% LTV ratio as the amount of per-household assistance will permit.</p>
3. Target Population/Areas	<p>The targeted populations are households whose income does not exceed 150% of Area Median Income (“AMI”).</p>

	<p>It is projected that component assistance will be provided to targeted areas according to the following breakdown of counties. These projections are based on population, delinquent loans and pending foreclosures in these areas.</p> <p style="text-align: center;"> Maricopa County: 79% of component funds Pima County: 9% of component funds Pinal County: 9% of component funds All other areas: 3% of component funds </p>
<p>4. Program Allocation (Excluding Administrative Expenses)</p>	<p>\$119,818,609</p>
<p>5. Borrower Eligibility Criteria</p>	<p><u>General Eligibility Criteria Applicable to All Types of Principal Reduction Assistance:</u></p> <ul style="list-style-type: none"> • Property must be borrower’s primary residence. • Income less than 150% of AMI. • Depending on the agreement with the servicer, eligibility will be determined through an application process and application evaluation by ADOH along with either approved counselors or the servicer. • Requests for Mortgage Assistance with hardship and Dodd Frank Certification. • “Severe Negative Equity” defined as: (1) a negative equity position in which LTV is 120% or more or (2) a negative equity position in which 10% or more of unpaid principal balance (“UPB”) constitutes negative equity so long as such negative equity amount is at least \$20,000. <p><u>Additional Eligibility Criteria Applicable to Each Structure of Principal Reduction:</u></p> <p>(a) In the case of Modification or Reamortization PRA (i.e. principal reduction of a borrower’s primary mortgage accomplished exclusively through either an interest rate reduction and/or term extension to achieve a permanent modification, or a reamortization of the remaining unpaid principal balance (“recast”) to achieve a lower monthly payment:</p> <ul style="list-style-type: none"> • <i>Eligible financial hardships</i>: includes reduced income due to such hardships as underemployment, medical condition, divorce or death, as set forth in the program guidelines. • <i>Post-assistance affordability</i>: a monthly mortgage payment that does not exceed either (1) 31% of the

	<p>borrower's gross monthly income; or (2) 40% of the borrower's gross monthly income for borrowers who have demonstrated an ability to make the modified mortgage payment for a 3-month period ("Expanded Affordability").</p> <p>(b) In the case of HARP PRA (i.e. principal reduction of a borrower's primary mortgage contingent upon eligibility for a HARP mortgage refinance or other substantively similar mortgage refinance):</p> <ul style="list-style-type: none"> • <i>Post-assistance affordability</i>: determined by the lender's approval of the HARP or other substantively similar mortgage refinance <p>(c) In the case of Forbearance Elimination PRA (i.e. reduction or elimination of an amount up to the existing non-interest-bearing forbearance that was the outcome of a prior loan modification):</p> <ul style="list-style-type: none"> • <i>Eligible financial hardship</i>: Borrower has an eligible forbearance. Eligible forbearances include a non-interest bearing forbearance that is the outcome of a prior loan modification, such as any forbearance structured through the Home Affordable Modification Program ("HAMP") or other substantially similar loan modification. • <i>Pre-assistance affordability</i>: <ul style="list-style-type: none"> ○ borrower must be in good standing with the modification ○ monthly mortgage payment must not exceed either (1) 31% of the borrower's gross monthly income; or (2) 40% of the borrower's gross monthly income for Expanded Affordability <p>(d) In the case of Negative Equity Reduction PRA (i.e. principal reduction of primary mortgages in significant negative equity positions for "non-delinquent" borrowers to an amount as close to 100% LTV ratio as the amount of per-household assistance will permit to reduce the risk of potential default by such borrowers):</p> <ul style="list-style-type: none"> • <i>Eligible financial hardship</i>: <ul style="list-style-type: none"> ○ borrower must not have liquid assets in excess of the total amount of assistance provided under this component (as defined in the program guidelines) • <i>Pre-assistance affordability</i>: <ul style="list-style-type: none"> ○ borrower must be "non-delinquent" or made "non-delinquent" at the time of assistance ○ monthly mortgage payment must not exceed
--	---

	<p>either (1) 31% of the borrower's gross monthly income; or (2) 40% of the borrower's gross monthly income for Expanded Affordability</p>
<p>6. Property/Loan Eligibility Criteria</p>	<ul style="list-style-type: none"> • Property must be owner-occupied. • UPB of the mortgage(s) must be no greater than \$500,000 (including interest-bearing unpaid principal balance(s) and any existing non-interest-bearing forbearance balance(s)). • Depending on the agreement with the servicer, servicer may not be required to approve a homeowner's participation in the component if a trustee's sale is scheduled to take place within seven days or less from date the servicer is notified of borrower eligibility. • Severe Negative Equity. • Property must be a single-family dwelling (1 to 4 units).
<p>7. Program Exclusions</p>	<ul style="list-style-type: none"> • Current unpaid principal balance(s) exceeds 150% of the homeowner's purchase price. • Total assistance of \$10,000 or less. • The principal reduction contribution exceeds \$100,000 (the maximum household assistance). • The principal reduction contribution exceeds the amount necessary to bring the outstanding mortgage balance to 100% of the property's fair market value. • Properties with an outstanding UPB of the mortgage(s) that is greater than \$500,000 (including interest-bearing unpaid principal balance(s) and any existing non-interest-bearing forbearance balance(s)).
<p>8. Structure of Assistance</p>	<p>Depending on the agreement with the servicer, the structure of assistance may be provided in one of the following ways:</p> <ul style="list-style-type: none"> • In the case of Modification or Reamortization PRA, Forbearance Elimination PRA and Negative Equity Reduction PRA, principal reduction assistance may be structured as a one-time up-front, forgivable loan in the amount of the assistance provided to eligible borrowers. Promissory notes evidencing these loans will be for a term of five (5) years in favor of AHFPFC and placed on the property as a junior lien. A forgiveness clause will extinguish the loan amount at the end of five (5) years, provided the borrower has satisfied all terms of the loan. The terms of these loans will be zero-interest, zero-payment for the duration of the loan. The loan will be considered satisfied upon expiration of a five-year term and AHFPFC will release the lien connected with the note. These loans will be utilized to reduce a portion of the principal on the first mortgage

	<p>loan, the amount of which may be matched by the primary lender/servicer. All or part of the loan funds will be repaid to AHFPFC in the event that the home increases in equity and a sale or a refinance yields excess equity proceeds (net of transaction expenses) to the borrower sufficient to repay all or a portion of the loan funds.</p> <ul style="list-style-type: none"> • In the case of HARP PRA, principal reduction assistance is structured as a one-time up-front installment evidenced by a promissory note with a five-year term. Assistance is contingent upon eligibility for a HARP or other substantively similar mortgage refinance. • Any proceeds that are returned to the component will be reutilized to assist additional homeowners. All remaining funds, including those that were recycled into the SAVEOURHOMEAZ program, will be returned to Treasury on or before December 31, 2017.
9. Per Household Assistance	<ul style="list-style-type: none"> • \$100,000 is the maximum amount of assistance. • \$60,000 is the estimated median amount of assistance. • The principal reduction contribution must be no greater than \$100,000 (the maximum household assistance). • The principal reduction contribution must be no greater than the amount necessary to bring the outstanding mortgage balance to an amount as close to a 100% LTV ratio as the amount of per-household assistance will permit. • Borrowers will not always receive the maximum amount of assistance.
10. Duration of Assistance	Assistance will be available to households on a one-time-only basis.
11. Estimated Number of Participating Households	It is anticipated that the Principal Reduction Assistance component will assist a minimum of 1,849 households in avoiding foreclosures.
12. Program Inception/Duration	<ul style="list-style-type: none"> • This component began in September 2010 and it is projected that assistance will be expended by December 31, 2017. • All funds still available on December 31, 2017 will be returned to Treasury.
13. Program Interactions with Other Programs (e.g. other HFA programs)	Borrowers may participate in other components, as long as the borrower meets the eligibility criteria of each component and combined total assistance received from all of the components does not exceed the lesser of: (a) the maximum household assistance of \$100,000 or (b) the amount necessary to bring the outstanding mortgage balance to an amount as close to a 100%

	LTV ratio as the amount of per-household assistance will permit.
14. Program Interactions with HAMP	ADOH's program may interact with aspects of the Making Home Affordable Program ("MHA") as ADOH tries to leverage the resources provided by the MHA programs to expand the pool of borrowers who are eligible for HAMP or other MHA options. In some cases, the assistance the ADOH provides under HHF can supplement and extend assistance provided through MHA. To maximize the effectiveness of our foreclosure mitigation efforts, servicers should use reasonable efforts to ensure that Troubled Asset Relief Program funds are used efficiently and that HHF programs complement MHA programs.
15. Program Leverage with Other Financial Resources	In order to leverage the funds, ADOH will attempt to have the lender/servicer match any principal reduction provided through the Principal Reduction Assistance component.
16. Qualify as an Unemployment Program	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SERVICE SCHEDULE B-2

**SAVEMYHOMEAZ
Second Mortgage Assistance Component
Summary Guidelines**

1. Program Overview	Under the Second Mortgage Assistance Component, assistance will be provided to eliminate second mortgages on eligible transactions.
2. Program Goals	The goals of the Second Mortgage Assistance Component are to help homeowners avoid foreclosure by eliminating a second mortgage if necessary to modify the terms of the primary loan, achieve affordability and to reduce the likelihood that a borrower will re-default under its primary loan as a result of the burden of a second mortgage.
3. Target Population/Areas	<p>The targeted populations are households whose income does not exceed 150% of Area Median Income (“AMI”).</p> <p>It is projected that component assistance will be provided to targeted areas according to the following breakdown of counties. These projections are based on population, delinquent loans and pending foreclosures in these areas.</p> <p style="text-align: center;">Maricopa County: 75% of component funds Pima County: 8% of component funds Pinal County: 9% of component funds All other areas: 8% of component funds</p>
4. Program Allocation (Excluding Administrative Expenses)	\$8,962,911
5. Borrower Eligibility Criteria	<ul style="list-style-type: none">• Eligible financial hardships include (a) reduced income due to under employment, medical condition, divorce or death; or (b) “Severe Negative Equity” defined as: (1) a negative equity position in which LTV is 120% or more or (2) a negative equity position in which 10% or more of unpaid principal balance (“UPB”) constitutes negative equity so long as such negative equity amount is at least \$20,000.• Property must be borrower’s primary residence.• Income less than 150% of AMI.• Requests for Mortgage Assistance with hardship and Dodd Frank Certification.• Affordability for Home Affordable Refinance Program (“HARP”) structured assistance is determined by the lender’s approval of the HARP or other substantively similar

	<p>mortgage refinance, otherwise it is 31% of the household's gross monthly income or up to 40% of the borrower's gross monthly income for borrowers who have demonstrated an ability to make the modified mortgage payment for a 3-month period ("Expanded Affordability").</p>
<p>6. Property/Loan Eligibility Criteria</p>	<ul style="list-style-type: none"> • Property must be owner-occupied. • Unpaid principal balance ("UPB") of the mortgage(s) must be no greater than \$500,000 (including interest-bearing unpaid principal balance(s) and any existing non-interest-bearing forbearance balance(s)). • Property must be a Single-family dwelling (1 to 4 units).
<p>7. Program Exclusions</p>	<ul style="list-style-type: none"> • Current UPB of the mortgage(s) exceeds 150% of the homeowner's purchase price. • Assistance exceeds \$60,000. • Assistance exceeds the amount necessary to bring the outstanding mortgage balance to 100% of the property's fair market value. • Properties with an outstanding UPB of the mortgage(s) that is greater than \$500,000 (including interest-bearing unpaid principal balance(s) and any existing non-interest-bearing forbearance balance(s)).
<p>8. Structure of Assistance</p>	<ul style="list-style-type: none"> • The Second Mortgage Assistance Component will provide up-front, forgivable, loans to eligible borrowers. Promissory notes on the forgivable loans will be for a term of five (5) years in favor of the Eligible Entity and placed on the property as a junior lien. A forgiveness clause will extinguish the loan amount at the end of five (5) years, provided the consumer has satisfied all terms of the loan. The terms of the loan are zero-interest, zero-payment for the duration of the loan. The assistance loan will be considered satisfied upon expiration of five-year term and the Arizona Department of Housing ("ADOH") will release the second lien connected with the note. These loans will be utilized to reduce a portion of the principal on the existing second mortgage and the remaining balance will be extinguished by the lender/servicer, if the assistance is less than the outstanding principal balance due. All or part of the loan funds will be repaid to ADOH in the event that the home increases in equity and a sale or a refinance yields excess equity proceeds (net of transaction expenses) to the borrower sufficient to repay all or a portion of the loan funds. • Second Mortgage Assistance provided as a part of a HARP or other approved refinance will be provided in a one-time installment evidenced by a promissory note with a five-year

	<p>term. If coupled with Principal Reduction Assistance component on a first mortgage the amount of the promissory note will be for the combined total of all assistance under both components.</p> <ul style="list-style-type: none"> Any proceeds that are returned to the program will be reutilized to assist additional homeowners. All remaining funds including those that were recycled into the SAVEOURHOMEAZ program will be returned to Treasury on or before December 31, 2017.
9. Per Household Assistance	<ul style="list-style-type: none"> \$60,000 is the maximum amount of assistance. \$50,000 is the estimated median amount of assistance.
10. Duration of Assistance	Second mortgage assistance will be disbursed in full in a one-time payment contingent upon the closing of the transaction.
11. Estimated Number of Participating Households	It is anticipated that the Second Mortgage Assistance Component will assist a minimum of 1,279 households.
12. Program Inception/Duration	<ul style="list-style-type: none"> This program component began in September 2010 and it is projected that assistance will be expended by December 31, 2017. All funds still available on December 31, 2017 will be returned to Treasury.
13. Program Interactions with Other Programs (e.g. other HFA programs)	ADOH will, on behalf of an approved seller, attempt to extinguish the second mortgage as part of a short sale that is part of the Short Sale Assistance Component. Assistance is capped at \$8,500 when combined with the Short Sale Assistance Component. Borrowers may participate in other components, as long as borrower meets the eligibility criteria of each component and the combined total assistance received from all of the components is the lesser of the individual component caps or the total Program cap of \$100,000.
14. Program Interactions with HAMP	ADOH's program may interact with aspects of the Making Home Affordable Program ("MHA") as ADOH tries to leverage the resources provided by the MHA programs to expand the pool of borrowers that are eligible for the Home Affordable Modification Program ("HAMP") or other MHA options. In some cases, the assistance the ADOH provides under HAMP can supplement and extend assistance provided through MHA. To maximize the effectiveness of our foreclosure mitigation efforts, servicers should use reasonable efforts to ensure that TARP funds are used efficiently and that HAMP programs complement

	MHA programs.
15. Program Leverage with Other Financial Resources	N/A
16. Qualify as an Unemployment Program	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SERVICE SCHEDULE B-3

**SAVEMYHOMEAZ
Unemployment/Underemployment/Reinstatement Mortgage Assistance Component
Summary Guidelines**

1. Program Overview	<p>The Unemployment/Underemployment/Reinstatement Mortgage Assistance Component (“UMA”) will provide mortgage relief for qualified unemployed and underemployed borrowers.</p> <p>Arizona Department of Housing (“ADOH”) may, on behalf of the eligible borrower, bring the first mortgage current by curing all past due payments, accrued interest and legal fees. Additional benefits may consist of a full monthly mortgage payment to the servicer until the applicable program cap is reached or the borrower becomes sufficiently employed and is able to sustain the payment at 31% of gross monthly income.</p> <p>The borrower will be required to pay a portion of their monthly mortgage payment to ADOH in the amount of 31% of the household gross monthly income, excluding unemployment benefits.</p> <p>ADOH will be responsible for ongoing monitoring of borrowers to ensure continued eligibility if receiving monthly assistance.</p>
2. Program Goals	<p>This Component will provide assistance for a set period of time and/or maximum dollar amount. The purpose of the Component is to assist borrowers until they can obtain sufficient income to resume scheduled mortgage payments or qualify for a modified mortgage payment.</p> <ul style="list-style-type: none">• Sustain the unemployed/underemployed borrower’s monthly mortgage payment until the borrower can or the maximum assistance has been provided.• Maintain the borrower’s contribution towards its monthly mortgage payment at 31% of his or her current gross monthly income for the duration of the assistance, excluding unemployment benefits.
3. Target Population/Area	<p>The target population includes eligible homeowners whose hardship is caused by unemployment or underemployment.</p>
4. Program Allocation (Excluding	<p>\$100,782,837</p>

<p>Administrative Expenses)</p>	
<p>5. Borrower Eligibility Criteria</p>	<p>General Requirements:</p> <ul style="list-style-type: none"> • One or more of the responsible borrowers must be unemployed/underemployed. • Borrowers must participate in quarterly (face-to-face when possible) continued eligibility validation. • Borrower must occupy the subject property as his or her primary residence during the assistance disbursement period. • Income less than 150% of Area Median Income (“AMI”). • Requests for Mortgage Assistance with hardship and Dodd Frank Certification. <p>Additional Unemployment Requirements:</p> <ul style="list-style-type: none"> • If the eligible borrower is unemployed, the borrower must provide proof he or she applied for unemployment benefits and was approved or denied (UB107, UB100, Claim status report) for reasons identified as acceptable within the Component’s guidelines. <p>Additional Underemployment Requirements</p> <ul style="list-style-type: none"> • If the eligible borrower is underemployed, the borrower must provide documentation of a significant reduction of income, as specified in the program guidelines, resulting in a housing payment greater than 31% of his or her gross monthly income. <p>Additional Reinstatement Assistance Requirements:</p> <ul style="list-style-type: none"> • Borrower must demonstrate that the hardship caused by unemployment or underemployment has passed. For example, one of the borrowers was unemployed and now the same borrower is employed, eliminating the hardship. • There must be a correlation between the qualified hardship and the delinquency in the mortgage payments. • Borrowers must demonstrate that they now have the ability to afford the monthly mortgage payments. Affordability is defined as the payment being at or under 31% of the borrower’s documented gross monthly income. • A monthly mortgage payment that does not exceed

	40% of the borrower’s gross monthly income for borrowers who have demonstrated an ability to make the modified mortgage payment for a 3-month period (“Expanded Affordability”).
6. Property/Loan Eligibility Criteria	<ul style="list-style-type: none"> • Unpaid principal balance (UPB) of the mortgage(s) must be no greater than \$500,000 (including interest-bearing unpaid principal balance(s) and any existing non-interest-bearing forbearance balance(s)). • Property must be owner-occupied. • Mortgage(s) must be delinquent by at least two (2) payments; provided, however, in the case of a borrower that is current or has only one payment due and unpaid by the end of the month in which it is due, and makes application for Component assistance, such borrower will be evaluated to determine if it is at risk of imminent default. • Component payments must go toward a first mortgage. • Property must be a single-family dwelling (1 to 4 units).
7. Program Exclusions	<ul style="list-style-type: none"> • Properties that have an outstanding mortgage(s) in excess of 150% of the purchase price. • Properties that have an outstanding mortgage(s) in an amount greater than \$500,000.
8. Structure of Assistance	<ul style="list-style-type: none"> • ADOH will execute and record a non-recourse, non-interest bearing forgivable note of no more than five (5) years in duration, secured by a junior lien on the property. The note amount will be forgiven at the completion of the loan term. All or part of the loan funds will be repaid to ADOH in the event that the home increases in equity and a sale or a refinance yields excess equity proceeds (net of transaction expenses) to the borrower sufficient to repay all or a portion of the loan funds. • Any proceeds that are returned to the program will be reutilized to assist additional homeowners. All remaining funds including those, if any, that were recycled into the SAVEOURHOMEAZ program will be returned to Treasury on or before December 31, 2017.
9. Per Household Assistance	Servicers have no responsibility for monitoring individual program participation and are not required to refund payments

	<p>received that exceed individual program caps.</p> <ul style="list-style-type: none"> • Original approved monthly mortgage assistance of \$2,000. Later adjustments to the monthly mortgage assistance may exceed the \$2,000 a month maximum. Assistance is available for a maximum of twenty-four (24) months. • Upfront reinstatement assistance required by servicers in order for the homeowner to participate in UMA will be limited to twelve (12) months of monthly mortgage payment assistance in order for the homeowner to have available at least twelve (12) months of monthly mortgage payment assistance. • Maximum amount of assistance will be limited to a cap of \$48,000.
10. Duration of Assistance	<p>Servicers have no responsibility for monitoring payment duration.</p> <ul style="list-style-type: none"> • Up to twenty-four (24) months' of mortgage payment assistance. • Benefits may be provided for up to two (2) months post re-employment, provided the twenty-four (24) months' maximum of mortgage payment assistance has not been met. • Borrowers whose payments remain unaffordable to them at the end of the twenty-four (24) month UMA term, may be provided an extended term of mortgage assistance for six (6) additional months. During the extended term the homeowner will make no contribution toward the mortgage payment and will be required to meet with their housing counselor to adopt a transition plan.
11. Estimated Number of Participating Households	<p>It is anticipated that the Unemployment/Underemployment Mortgage Assistance Component will assist a minimum of 4,140 households.</p>
12. Program Inception/Duration	<ul style="list-style-type: none"> • This component began in March 2011 and assistance is expected to be expended by December 31, 2017. • All funds still available on December 31, 2017 will be returned to Treasury.

13. Program Interactions with Other Programs (e.g. other HFA Programs)	Borrowers may participate in other components, as long as the borrower meets the eligibility criteria of such component and combined total assistance received from all of the components is the lesser of the individual component caps or total program cap of \$100,000.
14. Program Interactions with HAMP	ADOH’s program may interact with aspects of the Making Home Affordable Program (“MHA”) as ADOH tries to leverage the resources provided by the MHA programs to expand the pool of borrowers that are eligible for Home Affordable Modification Program (“HAMP”) or other MHA options. In some cases, the assistance the ADOH provides under HHF can supplement and extend assistance provided through MHA. To maximize the effectiveness of our foreclosure mitigation efforts, servicers should use reasonable efforts to ensure that TARP funds are used efficiently and that HHF programs complement MHA programs.
15. Program Leverage with Other Financial Resources	Servicers will not charge administrative fees (e.g., NSF, late charges) in any month where a full contract payment is made. If the loan is reinstated or modified following ADOH mortgage assistance, servicers will waive all administrative fees accrued since the beginning of the delinquency.
16. Qualify as an Unemployment Program	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SERVICE SCHEDULE B-4

**SAVEMYHOMEAZ
Short Sale Assistance Component
Summary Guidelines**

1. Program Overview	<p>Short Sale Assistance Component will provide the eligible seller the funds needed to relocate or secure a lease option purchase agreement on the property when a short sale has been approved by the homeowner’s servicer. It will provide much needed enhancements to the short sale process for qualified sellers.</p> <p>The Arizona Department of Housing (“ADOH”) is responsible for screening sellers to determine program eligibility and providing confirmation to the seller and servicer/lender that it intends to provide assistance to the seller.</p> <p>Servicers may refer potentially eligible sellers to ADOH.</p> <p>Depending on the agreement with the servicer and or purchaser of the subject property, one of two methods will be used to provide short sale assistance:</p> <ul style="list-style-type: none">• Assistance may be provided in order to facilitate the short sale.• Assistance may be provided in order to facilitate a short sale lease option transaction. <p>The structure of these two types of assistance is further discussed in Section 8.</p> <p>ADOH may provide funds directly to the homeowner as a part of the short sale closing/funding process but not prior to closing.</p>
2. Program Goals	<p>Short Sale Assistance Component was designed to help stabilize communities by providing assistance to consumers in unrecoverable situations to transition from homeownership to renting as well as enhance the marketability of short sale properties and accelerate the stabilization of property value.</p>
3. Target Population/Area	<p>The targeted populations are households whose income does not exceed 150% of Area Median Income (“AMI”).</p>
4. Program Allocation (Excluding Administrative	<p>\$3,336,695</p>

Expenses)	
5. Borrower Eligibility Criteria	<ul style="list-style-type: none"> • Lender-approved short sale. • Purchase and Sale Agreement. • Income less than 150% of AMI. • Requests for Mortgage Assistance with hardship and Dodd Frank Certification.
6. Property/Loan Eligibility Criteria	<ul style="list-style-type: none"> • Property must have been owner-occupied within the last 12 months. • Unpaid principal balance (“UPB”) of the mortgage(s) must be no greater than \$500,000 (including interest-bearing unpaid principal balance(s) and any existing non-interest-bearing forbearance balance(s)). • Property must be a Single-family dwelling (1 to 4 units)
7. Program Exclusions	<ul style="list-style-type: none"> • Property located outside of Arizona. • Properties with an outstanding UPB of the mortgage(s) that is greater than \$500,000. • Sellers who apply for assistance after the short sale has been completed. • Sellers who are executing a “strategic default” (determination made through program underwriting guidelines). • Properties that have an outstanding mortgage(s) in an amount greater than \$500,000 (including interest-bearing unpaid principal balance(s) and any existing non-interest-bearing forbearance balance(s)).
8. Structure of Assistance	<p>Assistance under this component will be structured as a one-time installment to the appropriate party.</p> <p>When provided to facilitate a short sale, assistance may be structured in the following manner:</p> <ul style="list-style-type: none"> • Transition assistance may be available to the seller. • Seller-paid closing cost assistance on behalf of the buyer when applicable. • Assistance to extinguish junior liens when applicable. <p>When provided to facilitate a short sale with a lease purchase option, assistance may be structured in the following manner:</p> <ul style="list-style-type: none"> • Lease Purchase Option (“LPO”) for the subject property between the seller and the buyer.

	<ul style="list-style-type: none"> • Transaction fee paid to the buyer on behalf of the seller. • Property maintenance cash reserve payment paid to the buyer on behalf of the seller. • Financial assistance when the sales price exceeds 80% of the Broker Price Opinion (“BPO”) used to determine the sales price. These funds will be paid directly to the current lender to satisfy the short sale pay-off balance as part of the short sale closing process.
9. Per Household Assistance	<ul style="list-style-type: none"> • Maximum assistance for short sale assistance shall be \$25,000, in accordance with program guidelines. • Maximum assistance for Short Sale Assistance Component with a lease purchase option shall be \$66,000, in accordance with program guidelines, including when combined with other programs.
10. Duration of Assistance	Program is a one-time payment per seller household, made upon close of escrow on the short sale.
11. Estimated Number of Participating Households	Based on ADOH eligibility criteria and available funding, it is anticipated that the Short Sale Assistance Component will assist a minimum of 338 households.
12. Program Inception/Duration	This component began in June 2011 and it is projected that assistance will be expended by December 31, 2017. All funds still available on December 31, 2017 will be returned to Treasury.
13. Program Interactions with Other Programs (e.g. other HFA Programs)	Borrowers may participate in other components, as long as the borrower meets the eligibility criteria of each component and combined total assistance received from all of the components is the lesser of the individual component caps or the total Program cap of \$100,000. Sellers participating in Home Affordable Foreclosure Alternative (“HAFA”) Assistance may receive up to \$1,500 for relocation assistance.
14. Program Interactions with HAMP	ADOH’s program may interact with aspects of the Making Home Affordable Program (“MHA”) as ADOH tries to leverage the resources provided by the MHA programs to expand the pool of borrowers that are eligible for Home Affordable Modification Program (“HAMP”) or other MHA options. In some cases, the assistance the ADOH provides under HAMP can supplement and extend assistance provided through MHA. To maximize the effectiveness of our foreclosure mitigation efforts, servicers should use reasonable efforts to ensure that TARP funds are used efficiently and that

	HHF programs complement MHA programs.
15. Program Leverage with Other Financial Resources	Short sale assistance may be combined with lease purchase options funded by a third party.
16. Qualify as an Unemployment Program	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SCHEDULE C

PERMITTED EXPENSES

	Arizona
Program Duration (years)	
<i>One-time / Start-Up Expenses:</i>	
Initial Personnel	\$59,470.00
Building, Equipment, Technology	\$6,379.00
Professional Services	\$57,650.00
Supplies / Miscellaneous	\$0.00
Marketing /Communications	\$126.00
Travel	\$1,877.00
Website development /Translation	\$67,147.00
Contingency	\$0.00
Subtotal	\$192,649.00
<i>Operating / Administrative Expenses:</i>	
Salaries	\$9,086,947.00
Professional Services (Legal, Compliance, Audit, Monitoring)	\$601,962.00
Travel	\$106,905.00
Buildings, Leases & Equipment	\$678,720.00
Information Technology & Communications	\$300,000.00
Office Supplies/Postage and Delivery/Subscriptions	\$100,000.00
Risk Management/ Insurance	\$0.00
Training	\$4,000.00
Marketing/PR	\$1,800,000.00
Miscellaneous	\$666,087.00
Subtotal	\$13,344,621.00
Transaction Related Expenses:	
Recording Fees	\$8,063,860.00
Wire Transfer Fees	\$0.00
Counseling Expenses	
File Intake	\$0.00
Decision Costs	\$0.00
Successful File	\$0.00
Key Business Partners On-Going	\$13,263,824.00
Subtotal	\$21,327,684.00
Grand Total	\$34,864,954.00
% of Total Award	13.02%
Award Amount	\$267,766,006