TENTH AMENDMENT TO

COMMITMENT TO PURCHASE FINANCIAL INSTRUMENT
and
HFA PARTICIPATION AGREEMENT

This Tenth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (this "Amendment") is entered into as of the date set forth on Schedule A attached hereto as the Tenth 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 set forth on Schedule A attached hereto, as previously amended by those certain Amendments to Commitment to Purchase Financial Instrument and HFA Participation Agreement dated as of their respective dates as set forth on Schedule A attached hereto (each, an "Amendment" and together with the Original HPA as amended thereby, the "Current HPA"), 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 (12 U.S.C. 5201 et seq.), as amended, and as the same may be amended from time to time ("EESA");

WHEREAS, on February 19, 2016 Treasury announced that it would (i) extend the HHF Program through 2020, and (ii) make $2 billion of additional assistance available under the HHF Program (the "Fifth Round Funding") to help prevent foreclosure and stabilize housing markets in certain states that had previously received HHF Program funding for such purposes; and

WHEREAS, Treasury, HFA and Eligible Entity wish to enter into this Amendment to memorialize the extension of the HHF Program, increase the amount of HHF Program funds available to Eligible Entity hereunder, and make certain other changes to the terms of the Current HPA and the Exhibits and Schedules attached thereto.

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. End of Term. The definition of End of Term in Section 2(A)(14) of the Current HPA is hereby deleted and replaced with the following:

"End of Term" shall mean the last day of the calendar month in which the Eligible Entity makes the last disbursement of HHF Program funds in furtherance of the Services, which shall occur no later than December 31, 2021 (or such later date as Treasury may determine in its sole discretion with written notice to Eligible Entity and HFA). For the sake of clarity, Capital Draws shall not be permitted after the End of Term other than for payment of Permitted Expenses.

B. Bring Down Certificate. Section 2(A)(15) of the Current HPA is hereby amended by (i) striking "on each anniversary of the Effective Date during the Term (as defined below)" and replacing it with "on each anniversary of the Effective Date through September 30, 2016, and from and after October 1, 2016, no later than one hundred twenty (120) days after the end of each of their respective fiscal years", and (ii) by adding to the end "A final certification shall be delivered by each of HFA and Eligible Entity on the Final Repayment Date (as defined in the Financial Instrument)."

C. Program Participation Cap. Section 3(D) of the Current HPA is hereby deleted in its entirety and replaced with the following:

D. The value of this Agreement is limited to the amount set forth in Schedule A as the Program Participation Cap, as may be adjusted from time to time as set forth on Schedule F attached hereto (the "Program Participation Cap"). Notwithstanding anything to the contrary contained herein, the aggregate Purchase Price payable to Eligible Entity under this Agreement with respect to all Services described on the Service Schedules may not exceed the amount of the Program Participation Cap.

D. Performance Reports. Section 4(A) is hereby amended by (i) striking the third sentence and replacing it with "HFA shall submit the Performance Report to Treasury or its designee no later than forty-five (45) days after the end of each calendar quarter and otherwise as requested by Treasury. After Treasury has communicated in writing that the Performance Report is in a form acceptable to Treasury, HFA shall promptly post the Performance Report to its website"; and (ii) adding to the end "A final Performance Report shall be delivered no later than forty-five (45) days after the end of the calendar quarter in which the End of Term occurs."

E. Financial Reporting. Section 4(G) of the Current HPA is hereby deleted in its entirety and replaced with the following:

G. Each of HFA and Eligible Entity shall provide annual audited financial statements to Treasury no later than one hundred twenty (120) days after the end of its respective fiscal year, commencing with the first fiscal year ending after the Effective Date, and concluding with the fiscal year in which the End of Term occurs. Eligible Entity shall provide quarterly unaudited financial statements to Treasury no later than forty-five (45) days after the end of each quarter, commencing with the first full quarter ending after the Effective Date and concluding with the quarter in which the End of Term occurs.

F. Term. Section 5(A) of the Current HPA is hereby deleted in its entirety and replaced with the following:

(A) The term of this Agreement ("Term") shall begin on the Effective Date and extend to the End of Term, or earlier termination of this Agreement by Treasury pursuant to the provisions hereof, or earlier suspension or termination of the Services by Treasury. Subject to the foregoing, new Services may be undertaken (e.g., approval of assistance actions with respect to unique homeowners or properties, including, where applicable, final underwriting decisions and payment schedules), through and including December 31, 2020 (or such later date as may be determined by Treasury in its sole discretion upon prior written notice to Eligible Entity). It is understood and agreed that certain administrative, monitoring, reporting, compliance and oversight obligations and requirements set forth in this Agreement and the Financial Instrument survive the expiration or termination of this Agreement or the End of Term, and that funds are to be reserved as set forth in Schedule C to pay for the cost of the same, through and including the Final Repayment Date.

G. Modifications.

(a) Section 9(A) of the Current HPA is hereby amended by inserting "and except as expressly set forth herein," after "Subject to Section 9.B.,"

(b) Section 9(B) of the Current HPA is hereby amended by adding the following at the end:

Notwithstanding anything to the contrary contained herein, Treasury may approve revisions proposed by Eligible Entity and HFA to any Schedule or Exhibit attached hereto, by written notice to Eligible Entity and HFA, pursuant to a procedure established by Treasury in its sole discretion and provided to Eligible Entity and HFA. The applicable Schedule or Exhibit shall be deemed modified for all purposes hereunder as of the date such written notice is received pursuant to Section 8 hereof.

(c) Section 9(C) of the Current HPA is hereby amended by deleting the last sentence in its entirety.

H. Exhibit A. Exhibit A attached to the Current HPA is hereby deleted in its entirety and replaced with Exhibit A attached to this Amendment.

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

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

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

L. Schedule F. A new Schedule F is added to the Current HPA in the form attached to this Amendment as Schedule F.

M. Definitions. All references in the Current HPA to the "Agreement" shall mean the Current HPA, as further amended by this Amendment; all references in the Current HPA to the “Financial Instrument” shall mean the Amended and Restated Financial Instrument in the form attached to this Amendment as Exhibit A; and all references in the Current HPA to Exhibit A or Schedules A, B, C or F shall mean the Exhibit A or Schedules A, B, C or F attached to this Amendment. All references herein to the "HPA" shall mean the Current HPA, as further amended by this Amendment.

2. Substitution of Financial Instrument.

Eligible Entity shall deliver to Treasury on the date hereof an Amended and Restated Financial Instrument in the form attached to this Amendment as Exhibit A. By executing this Amendment, Treasury, HFA and Eligible Entity authorize The Bank of New York Mellon to cancel the Financial Instrument previously delivered under the Current HPA against delivery of such Amended and Restated Financial Instrument and direct The Bank of New York Mellon to return the cancelled Financial Instrument to (or at the direction of) the Eligible Entity.

3. 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 Amendment, the Amended and Restated Financial Instrument, and any other closing documentation delivered to Treasury in connection therewith, and to perform its obligations hereunder and thereunder.

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

4. <u>Miscellaneous</u>

A. The recitals set forth at the beginning of this 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 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 Amendment, the Amended and Restated Financial Instrument, and any other closing documentation delivered in connection therewith, 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 Tenth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement as of the Amendment Date.

HFA:

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

By: /s/ J. Jacob Sipe
Name: J. Jacob Sipe
Title: Executive Director

TREASURY:

UNITED STATES DEPARTMENT OF THE TREASURY

By: ____________________________
Name: Mark McArdle
Title: Deputy Assistant Secretary for Financial Stability

ELIGIBLE ENTITY:

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

By: /s/ J. Jacob Sipe
Name: J. Jacob Sipe
Title: Executive Director

EXHIBITS AND SCHEDULES

Exhibit A	Form of Amended and Restated Financial Instrument
Schedule A	Basic Information
Schedule B	Service Schedules
Schedule C	Permitted Expenses
Schedule F	HHF Fifth Round Funding Reallocation Model

EXHIBIT A

FORM OF AMENDED AND RESTATED FINANCIAL INSTRUMENT

This Amended and Restated Financial Instrument is delivered by the undersigned party ("Eligible Entity") as provided in Section 1 of the Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Commitment"), entered into as of the Effective Date, as modified by those certain Amendments to Commitment to Purchase Financial Instrument and HFA Participation Agreement dated as of the dates set forth on Schedule A to the Commitment (together, the "Agreement"), by and among the United States Department of the Treasury ("Treasury"), the party designated as HFA in the Commitment ("HFA") and Eligible Entity.

This Amended and Restated Financial Instrument is effective as of April 1, 2016. All of the capitalized terms that are used but not defined herein shall have the meanings ascribed to them in the Agreement.

Recitals

WHEREAS, Eligible Entity executed and delivered that certain Financial Instrument dated as of the Effective Date to Treasury ("Original Financial Instrument"); and

WHEREAS, Treasury and Eligible Entity desire to amend certain terms of the Original Financial Instrument regarding repayment of the Purchase Price in connection with the extension of the HHF Program through 2020 and availability of additional assistance under the HHF Program Fifth Round Funding; and

WHEREAS, Treasury and the Eligible Entity desire to restate and replace the Original Financial Instrument in its entirety.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Eligible Entity agrees as follows:

1. Eligible Entity Obligation; Purchase Price Consideration.

   (a) Eligible Entity shall perform all Services described in the Service Schedules in consideration for the Purchase Price described in subsection (b) below, in accordance with the terms and conditions of the Agreement, to the satisfaction of Treasury. The conditions precedent to the payment by Treasury of the Purchase Price with respect to the Services are set forth in Section 3(B) of the Agreement.

   (b) This Amended and Restated Financial Instrument is being purchased by Treasury pursuant to Section 3 of the Agreement through the payment by Treasury of various payments referred to collectively in the Agreement as the "Purchase Price". This Amended and Restated Financial Instrument is being purchased by Treasury in connection with Eligible Entity's participation in the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets program (the "HHF Program") created under the Emergency Economic Stabilization Act of

2008 (12 U.S.C. 5201 et seq.) as amended, as the same may be amended from time to time ("EESA").

2. Repayment of Purchase Price.

If a recipient of HHF Program funds repays any or all of the funds received from Eligible Entity in connection with the Services ("Repaid Funds"), and such repayment occurs on or before the Final Repayment Date (hereinafter defined), Eligible Entity shall deposit such Repaid Funds in the Depository Account and use such Repaid Funds to provide Services or to fund the Permitted Expenses to the extent the full amount as indicated on Schedule C to the Agreement has not been drawn from Treasury pursuant to Section 3(A) of the Agreement. Any Repaid Funds retained by Eligible Entity to fund Permitted Expenses shall correspondingly reduce the amount that Eligible Entity may draw from Treasury pursuant to Section 3(A) of the Agreement to fund Permitted Expenses.

For the sake of clarity, if a recipient of HHF Program funds repays any or all of the funds received from Eligible Entity in connection with the Services, and such repayment occurs after the Final Repayment Date, such repaid funds shall not be considered HHF Program funds.

3. Final Repayment. In the event Eligible Entity is holding any HHF Program funds, including, but not limited to, amounts reserved for payment of Permitted Expenses and Repaid Funds, as of the date that is ninety (90) days after the End of Term (the "Final Repayment Date"), all such funds shall be returned to Treasury or its designee prior to 1:00pm Eastern Time on the Final Repayment Date. For the sake of clarity, no Capital Draws will be permitted after the Final Repayment Date.

4. Security Interest. As security for the performance of the Services and the other obligations of Eligible Entity under the Agreement, as such obligations are evidenced in this Amended and Restated Financial Instrument, Eligible Entity has granted to Treasury a first lien priority security interest in the Depository Account and in any moneys, or investments, if any, held therein.

5. Representations, Warranties and Covenants. Eligible Entity represents and warrants that the representations and warranties set forth in the Agreement, on the date hereof, are, and on the date of each Capital Draw hereunder, shall be, true, correct, accurate and complete in all material respects. The truth and accuracy of such representations and warranties are continuing obligations of Eligible Entity. Additionally, all covenants of Eligible Entity set forth in Section 2 of the Agreement are incorporated herein by reference and Eligible Entity, on the date hereof, is not, and on the date of each Capital Draw hereunder, shall not be in breach of any such covenants. In the event that any of the representations or warranties made herein or in the Agreement cease to be true and correct, or the Eligible Entity breaches any of the covenants made herein or in the Agreement, Eligible Entity agrees to notify Treasury immediately and the same shall constitute an Event of Default hereunder.

6. Limitation of Liability

IN NO EVENT SHALL TREASURY, OR ITS OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO ELIGIBLE ENTITY WITH RESPECT TO THE SERVICES OR THE AGREEMENT, OR FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH THE FOREGOING, FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO DIRECT DAMAGES, INDIRECT DAMAGES, LOST PROFITS, LOSS OF BUSINESS, OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE OR UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT LIMIT TREASURY'S OBLIGATION TO REMIT PURCHASE PRICE PAYMENTS TO ELIGIBLE ENTITY IN ACCORDANCE WITH THE AGREEMENT.

7. Indemnification

Eligible Entity agrees as set forth on Schedule E to the Agreement, which Schedule E is hereby incorporated into this Amended and Restated Financial Instrument by reference.

IN WITNESS WHEREOF, Eligible Entity hereby executes this Amended and Restated Financial Instrument on the date set forth below.

[INSERT FULL LEGAL NAME OF ELIGIBLE ENTITY]

By: ______________________________

Name: ________________________

Title: ________________________

Date: ____________ __, 2016

SCHEDULE A

BASIC INFORMATION

Eligible Entity Information:

Name of the Eligible Entity:	Indiana Housing and Community Development Authority[1]
Corporate or other organizational form:	body corporate and politic, established and existing under Indiana Code 5-20-1 et. seq.
Jurisdiction of organization:	Indiana
Notice Information:	

HFA Information:

Name of HFA:	Indiana Housing and Community Development Authority [1]
Organizational form:	body corporate and politic, established and existing under Indiana Code 5-20-1 et. seq.
Date of Application:	September 1, 2010
Date of Action Plan:	September 1, 2010
Notice Information:	

Program Participation Cap: $250,259,462.00

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1 References in the Agreement to the term "HFA" shall mean Indiana Housing and Community Development Authority ("IHCDA") in its capacity as HFA as such term is used in the Agreement; and references in the Agreement to the term "Eligible Entity" shall mean IHCDA, in its capacity as Eligible Entity as such term is used in the Agreement.

Notwithstanding anything to the contrary in the Agreement, (A) for purposes of Section 4(G) thereof, quarterly financial statements shall be due no later than forty-five (45) days after the end of each quarter commencing with the first full quarter ending after the Effective Date; provided that for any quarter IHCDA does not prepare unaudited financial statements for its internal use, or to be sent to a third party, such quarterly unaudited financial statement shall not be required and instead IHCDA shall provide to Treasury, no later than forty-five (45) days after the end of each quarter commencing with the first full quarter ending after the Effective Date, summary expenses by category [e.g., in-take partners, IHCDA specific expenses (e.g. salaries)], and last business day of the quarter's Depository Account bank statement, which information will allow Treasury to review and confirm the funds used for the Services and Permitted Expenses; (B) for purposes of Section 7 thereof, the powers and authority of IHCDA shall be governed by and construed in accordance with the laws of the State of Indiana; and (C) for the purposes of Sections 2(C)(1) and 6(A)(2) thereof, references to the term "instrumentality" shall mean "body corporate and politic".

Portion of Program Participation Cap Representing Original HHF Funds:	N/A
Portion of Program Participation Cap Representing Unemployment HHF Funds:	$82,762,859.00
Rounds 1-4 Funding Allocation:	$221,694,139.00
Round 5 Funding Allocation:	$28,565,323.00
Permitted Expenses:	$33,813,760.00
Closing Date:	September 23, 2010
First Amendment Date:	September 29, 2010
Second Amendment Date:	March 9, 2011
Third Amendment Date:	September 28, 2011
Fourth Amendment Date:	January 25, 2012
Fifth Amendment Date:	July 17, 2012
Sixth Amendment Date:	September 28, 2012
Seventh Amendment Date:	March 8, 2013
Eighth Amendment Date:	December 12, 2013
Ninth Amendment Date:	July 31, 2014
Tenth Amendment Date:	April 1, 2016

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

Indiana
Hardest Hit Fund Unemployment Bridge Program

Summary Guidelines

1) Program Overview	Indiana's Hardest Hit Fund Unemployment Bridge Program ("UBP") administered by the Indiana Housing and Community Development Authority ("IHCDA") offers qualifying homeowners who have experienced an involuntary employment-related financial hardship up to $30,000 in primary mortgage payment assistance as follows: 1) For qualifying homeowners who experienced an involuntary employment-related financial hardship, and their monthly mortgage payment is unaffordable based on their current household income, IHCDA may provide temporary monthly assistance to cover the homeowner's first mortgage payment and related expenses ("Monthly Assistance"). 2) For qualifying homeowners of Monthly Assistance who experienced an involuntary employment-related financial hardship that caused, or contributed to, an accumulated mortgage delinquency that they cannot resolve, IHCDA may provide additional funding at the outset of their Monthly Assistance to bring the homeowner's delinquent mortgage current ("Monthly Assistance with Reinstatement") 3) For qualifying homeowners who experienced an involuntary employment-related financial hardship that caused, or contributed to, an accumulated mortgage delinquency that they cannot resolve (but whose monthly mortgage payment is otherwise affordable based on the homeowner's current monthly household income, excluding unemployment insurance benefits), IHCDA may provide assistance to bring the homeowner's delinquent mortgage current ("Reinstatement Only").
2) Program Goals	The goal of the UBP is to: 1) Provide eligible homeowners an opportunity to secure new employment, access training or education to improve employment options, or pursue other long-term, income-generating options to avoid foreclosure; and 2) Mitigate the effects of a recent involuntary employment-related financial hardship.
3) Target	IHCDA's target population is low-to-moderate income homeowners in

Population / Areas	any county in Indiana.
4) Program Allocation (Excluding Administrative Expenses)	$133,565,323
5) Borrower Eligibility Criteria	With respect to all borrowers: • Must own only one mortgaged home; • Must submit an affidavit documenting an involuntary employment-related financial hardship that occurred on or after January 1, 2008. Involuntary employment-related financial hardships may also include loss of income for borrowers who (a) served on active duty and were released due to a service-connected illness or injury or (b) were in the National Guard or Reserves and were called to active duty, provided that, in either case (a) or (b), the borrower meet the requisite household income guidelines for the respective type of assistance. In addition, one of the following must apply: • Monthly Assistance or Monthly Assistance with Reinstatement borrowers: a) Must have a validated monthly first mortgage payment that exceeds 25% of the borrower's gross monthly household income, excluding unemployment insurance benefits ("Minimum Affordability Threshold"); and b) Current household income must be at or below 140% of AMI, adjusted for borrower household size; and c) Following the reinstatement portion of assistance, if applicable, there must be sufficient funds available within the Maximum Household Assistance cap to allow IHCDA to make at least 3 monthly mortgage payments to the servicer. or: • Reinstatement-Only borrowers: a) Must have a current maximum front-end housing debt-to-income ratio of 38%; and b) Must have an annual gross household income equal to or less than $150,000.
6) Property / Loan Eligibility Criteria	• 1-to-4 unit, owner-occupied primary residence or condominium (attached or detached) located in Indiana. Manufactured or mobile homes are eligible if on a foundation permanently affixed to real

	estate owned by the borrower. Land contracts are not eligible. • The unpaid principal balance of the borrower's first-lien mortgage cannot exceed the conforming loan limit established by the Federal Housing Finance Agency, as modified from time to time.
7) Program Exclusions	• Property is vacant, abandoned or condemned. • Borrower has liquid assets, excluding retirement accounts, sufficient to make 9 monthly PITI payments. • Borrowers with open home equity lines of credit.
8) Structure of Assistance	All assistance is structured as a forgivable, non-recourse, non-amortizing loan, secured by a junior lien on the property. The loan has a term of 10 years and is forgiven at a rate of 20% per year in years 6 through 10 of the loan term. If the borrower sells the property before the forgiveness period expires, all net sale proceeds up to the full principal balance outstanding will be due and payable to IHCDA. All funds returned to the UBP shall be recycled in accordance with the Agreement.
9) Per Household Assistance	Total assistance per household ("Maximum Household Assistance") is not to exceed $30,000.
10) Duration of Assistance	For Monthly Assistance or Monthly Assistance with Reinstatement borrowers, IHCDA may provide up to the borrowers' Maximum Household Assistance for a period of either: (i) 24 months or (ii) 3 months after an increase in household income that results in the borrower exceeding the Minimum Affordability Threshold, whichever comes first. For Reinstatement-Only borrowers, assistance is a one-time payment to the lender/servicer.
11) Estimated Number of Participating Households	IHCDA estimates that approximately 9,900 households will receive assistance, inclusive of payments to clear delinquencies and assistance after re-employment.
12) Program Inception / Duration	IHCDA initially launched the HHF program on May 5, 2011. IHCDA anticipates that program intake will continue until December 31, 2016.
13) Program Interaction with Other Programs (e.g. other HFA programs)	Borrowers may be considered for and receive more than one type of Hardest Hit Fund assistance through IHCDA. The total amount of assistance provided may not exceed $30,000.
14) Program	Borrowers will be pre-screened for HAMP, HAFA and HAMP-UP and

Interactions with HAMP	programs offered by lenders. HHF funds can be utilized before or after assistance from HAMP-UP.
15) Program Leverage	No leveraging from banks and servicers is required. IHCDA enters into participation agreements with servicers interested in participating in the UBP that sets forth IHCDA's expectations for servicers.

SERVICE SCHEDULE B-2

Indiana
Hardest Hit Fund Recast/Modification Program

Summary Guidelines

1) Program Overview	Under Indiana's Hardest Hit Fund Recast/Modification Program ("RMP") the Indiana Housing and Community Development Authority ("IHCDA") offers qualifying individuals who are experiencing certain financial hardships up to $30,000 in primary mortgage payment assistance, as follows: 1) For homeowners whose lender/servicer elects to participate and who are struggling to make their mortgage payment due to an involuntary financial hardship, IHCDA may provide a first mortgage principal balance payment to facilitate a recast/re-amortization by the servicer that results in an affordable monthly mortgage payment as defined in program guidelines ("Recast Borrowers"). If necessary, Reinstatement-Only assistance (as defined in Service Schedule B-1, Indiana Hardest Hit Fund Unemployment Bridge Program) may be combined with the first mortgage principal balance payment, provided that sufficient funds remain within the Maximum Household Assistance amount following reinstatement to achieve an affordable payment through recast/re-amortization. 2) For certain homeowners whose lender/servicer elects to participate, IHCDA may provide Reinstatement Assistance in conjunction with a permanent mortgage loan modification by the servicer ("Modification Borrowers"). Upon acceptance by the servicer, homeowners whose delinquency is above the amount of the Maximum Household Assistance may still qualify for such loan modification. HHF funds may be utilized for principal reduction, if necessary to facilitate a modification.
2) Program Goals	The goal of the RMP is to help homeowners avoid foreclosure by reducing their monthly first mortgage payment to a more manageable level.
3) Target Population / Areas	IHCDA's target population is low-to-moderate income homeowners in any county in Indiana.
4) Program Allocation (Excluding Administrative	$7,500,000

Expenses)	
5) Borrower Eligibility Criteria	With respect to all borrowers: • Must own only one mortgaged home; • Current household income must be at or below 140% of AMI, adjusted for borrower household size; • Must submit an affidavit documenting involuntary financial hardship that occurred on or after January 1, 2008, including, but not limited to, involuntary loss or reduction in employment income, significant out-of-pocket medical expenses, death of a contributing household member, or divorce. Involuntary employment-related financial hardships may also include loss of income for borrowers who (a) served on active duty and were released due to a service-connected illness or injury or (b) were in the National Guard or Reserves and were called to active duty ("Military Duty Hardship"). In addition: • With respect to Recast Borrowers only: a) Must have experienced a minimum reduction in household income of 15% (20% reduction in gross receipts if self-employed). b) To qualify with a medical expense hardship, the borrower's out-of-pocket expenses must be related to non-cosmetic medical procedures or emergencies, and must be greater than or equal to 10% of gross household income (15% of gross receipts if self-employed) for homeowners under the age of 65. For homeowners age 65 or older, medical expenses must be greater than or equal to 7.5% of gross household income. c) Must have a post-assistance front-end housing debt-to-income ratio of between 31% and 38%. d) To qualify with a Military Duty Hardship, the loss of income must result in a reduction in gross household income of greater than or equal to (a) 7.5% for borrowers who served on active duty and were released due to a service-connected illness or injury or (b) 10% for borrowers who were in the National Guard or Reserves and were called to active duty. e) Eligibility for recast/re-amortization will be determined by IHCDA. • With Respect to Modification Borrowers only, additional eligibility for loan modification will be determined by the mortgage servicer.
6) Property / Loan Eligibility Criteria	• 1-to-4-unit, owner-occupied primary residence or condominium (attached or detached) located in Indiana. Manufactured or mobile homes are eligible if on a foundation permanently affixed to real

	estate owned by the borrower. Land contracts are not eligible. • The unpaid principal balance of the borrower's first-lien mortgage cannot exceed the conforming loan limit established by the Federal Housing Finance Agency, as modified from time to time.
7) Program Exclusions	• Property is vacant, abandoned or condemned. • Borrower has liquid assets sufficient to make 9 monthly PITI payments, excluding retirement accounts. • Borrowers with open home equity lines of credit.
8) Structure of Assistance	All assistance is structured as a forgivable, non-recourse, non-amortizing loan, secured by a junior lien on the property. The loan has a term of 10 years and is forgiven at a rate of 20% per year in years 6 through 10 of the loan term. If the borrower sells the property before the forgiveness period expires, all net sale proceeds up to the full principal balance outstanding will be due and payable to IHCDA. All funds returned to the RMP shall be recycled in accordance with the Agreement.
9) Per Household Assistance	Total assistance per household ("Maximum Household Assistance") is not to exceed $30,000.
10) Duration of Assistance	Assistance under RMP is a one-time payment to the mortgage lender/servicer.
11) Estimated Number of Participating Households	IHCDA estimates that approximately 265 households will receive RMP assistance.
12) Program Inception / Duration	IHCDA initially launched the HHF program on May 5, 2011. IHCDA anticipates that program intake will continue until December 31, 2016.
13) Program Interaction with Other Programs (e.g. other HFA programs)	Borrowers may be considered for and receive more than one type of Hardest Hit Fund assistance through IHCDA. The total amount of assistance provided to any individual household may not exceed $30,000.
14) Program Interactions with HAMP	Borrowers will be pre-screened for HAMP, HAFA and HAMP-UP and other programs offered by lenders. HHF funds can be utilized before or after assistance from HAMP-UP.
15) Program Leverage	No leveraging from banks or servicers is required. IHCDA enters into participation agreements with servicers interested in participating in the RMP that sets forth IHCDA's expectations for servicers, including acceptance of payment from IHCDA.

SERVICE SCHEDULE B-3

Indiana
Hardest Hit Fund Transition Assistance Program

Summary Guidelines

1) Program Overview	Under Indiana's Hardest Hit Fund Transition Assistance Program ("TAP") the Indiana Housing and Community Development Authority ("IHCDA") will provide transition assistance to eligible homeowners with unaffordable mortgage payments who obtain a short sale or deed-in-lieu of foreclosure from their lender/servicer and leave their home in a marketable condition. The following TAP assistance will be available: a) $2,500 to the homeowner to assist with moving and relocation expenses ("Transition Assistance"); and b) Up to $5,000 to the primary mortgage lender/servicer to extinguish and release subordinate liens as part of a short sale or deed-in-lieu of foreclosure agreement.
2) Program Goals	The goal of the TAP is to prevent avoidable foreclosure and help stabilize neighborhoods by helping homeowners to achieve and orderly exit from their home.
3) Target Population / Areas	IHCDA's target population is low-to-moderate income homeowners in any county in Indiana.
4) Program Allocation (Excluding Administrative Expenses)	$380,379.00
5) Borrower Eligibility Criteria	With respect to all borrowers: • Owning only one mortgaged home. • Current household income at or below 140% of AMI, adjusted for borrower household size. • Submission of affidavit documenting involuntary financial hardship that occurred on or after January 1, 2008. • The short sale or deed-in-lieu transaction must not have occurred prior to the application for transition assistance funds. • Military personnel who have received a permanent change of station order necessitating a short sale or deed in lieu of foreclosure are also eligible.

6) Property / Loan Eligibility Criteria	• One-to-four-unit, owner-occupied primary residence or condominium (attached or detached) located in Indiana. Manufactured or mobile homes are eligible if on a foundation permanently affixed to real estate owned by the borrower. Land contracts are not eligible. • The unpaid principal balance of the borrower's first-lien mortgage cannot exceed the conforming loan limit established by the Federal Housing Finance Agency, as modified from time to time.
7) Program Exclusions	• Property is vacant, abandoned or condemned. • Borrower has liquid assets sufficient to make 9 monthly PITI payments, excluding retirement accounts.
8) Structure of Assistance	TAP funds will be provided to eligible homeowners as a non-recoverable grant.
9) Per Household Assistance	Maximum assistance per household available under TAP is $7,500.
10) Duration of Assistance	Assistance is a one-time payment to the homeowner and a one-time payment to the lender/servicer.
11) Estimated Number of Participating Households	IHCDA estimates that approximately 100 participating households will receive TAP assistance.
12) Program Inception / Duration	IHCDA initially launched the HHF program on May 5, 2011. IHCDA anticipates that program intake will last through December 31, 2016.
13) Program Interaction with Other Programs (e.g. other HFA programs)	Homeowners who received Indiana Hardest Hit Fund Unemployment Bridge Program assistance through IHCDA may also receive TAP assistance.
14) Program Interactions with HAMP	Transition Assistance funds may be used in conjunction with HAFA.
15) Program Leverage	No leveraging from banks and servicers is required. IHCDA enters into participation agreements with servicers interested in participating in the TAP that sets forth IHCDA's expectations for servicers, including acceptance of payment from IHCDA.

SERVICE SCHEDULE B-4

Indiana
Hardest Hit Fund Blight Elimination Program

Summary Guidelines

1) Program Overview	Under Indiana's Hardest Hit Fund Blight Elimination Program ("BEP") the Indiana Housing and Community Development Authority ("IHCDA") will work with applicants and their Program Partners (*i.e.*, nonprofit entities ("NFPs"), community development corporations ("CDCs"), land banks and/or for-profit entities) to strategically target residential properties for demolition and greening within the state of Indiana.
2) Program Goals	The goal of the BEP is to decrease foreclosures, stabilize homeowner property values and increase neighborhood safety in communities across the state of Indiana through the demolition and greening of vacant and blighted residential properties. IHCDA will work with applicants and their Program Partners to identify meaningful indicators that will enable them to track and quantify the BEP's impact in the designated communities.
3) Target Population / Areas	Municipalities located within the state of Indiana ("Applicants") will be eligible to apply for BEP property eligibility through a competitive application process. Each Applicant will apply in one of six population divisions based on the population of the county in which the Applicant is located.
4) Program Allocation (Excluding Administrative Expenses)	$75,000,000
5) Property Eligibility Criteria	Vacant and blighted residential properties located in Indiana. For any requests submitted on or after January 15, 2016, properties must not be legally occupied at the time of any review or approval by the HFA or eligible entity (as applicable) for blight elimination activity. IHCDA will determine property eligibility. Each property for which an Applicant requests blight elimination funding will be individually scored based on factors including, but not limited to: • Inhabitability of Property

	• Structural Damage • Public Safety Impact Properties will be evaluated using a scoring matrix created by IHCDA and will be required to meet a minimum threshold score to be targeted for receipt of blight elimination funds.
6) Ownership / Loan Eligibility Criteria	A Program Partner must hold title to the property.
7) Program Exclusions	Commercial structures. Properties listed on a national, state, or local historic register.
8) Structure of Assistance	IHCDA will determine project sites in direct consultation with Applicants. Program Partners will be responsible for property acquisition (if necessary), demolition work and on-going property stabilization. Applicants must submit in their application to IHCDA for BEP funds, information including, but not limited to, the following: • A full and complete list of all properties the applicant seeks to make eligible • Acquisition information • The Program Partner responsible for the property • The post-demolition goal for each lot • Demolition bids from licensed contractors that include the removal of • all debris, the backfill of basements or cellars, and any necessary environmental remediation Upon receipt of appropriate documentation confirming the completion of BEP activities, IHCDA will provide Hardest Hit funding to Partner after Partner's execution of a secured lien mortgage and note for a maximum of $25,000 in favor of IHCDA. Total assistance will include acquisition (if necessary), demolition, and property stabilization costs. Property stabilization costs will be a maximum of $1,000 per year for a term of three years. The secured lien mortgage and notes will be structured as zero percent, non-amortizing loans, secured by a lien on the property. Loans will expire three years after their origination date ("Expiration Date"). Prior to the Expiration Date, loans will be forgiven at a rate of 33.3% per

	annum as long as covenants are met. The outstanding loan balance will become due and payable if a property is sold or title transferred, or unauthorized use prior to the Expiration Date. The method for calculating the outstanding balance will be determined based upon the time and method of transfer. The outstanding balance may include any and all net sale proceeds and/ or the full principal balance of the loan. Prior to the Expiration Date, all proceeds will be due and payable to IHCDA. All proceeds returned to the IHCDA from the BEP shall be recycled in accordance with the Agreement. Special considerations may be made by IHCDA to release or subordinate its lien prior to expiration based upon the merit of the request and the proposed positive economic impact to the community as set forth in the program guidelines.
9) Per Household Assistance	Maximum of $25,000 per property, which includes the costs of acquisition (if necessary), demolition and property stabilization for a period of 3 years.
10) Duration of Assistance	One-time assistance per property
11) Estimated Number of Participating Households	IHCDA estimates that between 3000 and 5000 properties could be served under this program.
12) Program Inception / Duration	IHCDA anticipates program roll-out during the first quarter of 2014. Based on anticipated demand, funds allocated to BEP will likely be exhausted by the end of 2020.
13) Program Interaction with Other Programs (e.g. other HFA programs)	Property will only be eligible for one IHCDA Hardest Hit Fund Program.

SCHEDULE C

PERMITTED EXPENSES

	Indiana
One-time / Start-Up Expenses:	
Initial Personnel	$0.00
Building, Equipment, Technology	$89,000.00
Professional Services	$120,000.00
Supplies / Miscellaneous	$3,150.00
Marketing /Communications	$175,000.00
Travel	$10,000.00
Website development /Translation	$175,000.00
Contingency	$5,000.00
Subtotal	**$577,150.00**
Operating / Administrative Expenses:	
Salaries	$4,500,000.00
Professional Services (Legal, Compliance, Audit, Monitoring)	$3,000,000.00
Travel	$77,000.00
Buildings, Leases & Equipment	$321,550.00
Information Technology & Communications	$4,500,000.00
Office Supplies/Postage and Delivery/Subscriptions	$182,260.00
Risk Management/ Insurance	$0.00
Training	$35,000.00
Marketing/PR	$2,950,000.00
Miscellaneous	$500,000.00
Subtotal	**$16,065,810.00**
Transaction Related Expenses:	
Recording Fees	$320,000.00
Wire Transfer Fees	$234,400.00
Counseling Expenses	
File Intake	$2,500,000.00
Decision Costs	$7,500,000.00

Successful File	$3,750,000.00
Key Business Partners On-Going	$2,866,400.00
Subtotal	**$17,170,800.00**
Grand Total	**$33,813,760**
% of Total Award	**13.51%**
Award Amount	$250,259,462

SCHEDULE F

HHF FIFTH ROUND FUNDING REALLOCATION MODEL

This Schedule F describes a uniform model (the "Reallocation Model") designed to maximize the utilization of the $2 billion made available under the HHF Program Fifth Round Funding. In general, the Reallocation Model reallocates unused Fifth Round funding to states participating in the HHF Program that meet certain defined criteria for utilization of HHF Program funds. The aggregate amount obligated under the Fifth Round Funding will not increase at any time.

I. Definitions

(a) "2016 Utilization Threshold" shall mean having Drawn at least 70% of the Rounds 1-4 Funding Allocation.

(b) "2017 Utilization Threshold" shall mean having Drawn at least 95% of the Rounds 1-4 Funding Allocation.

(c) "2018 Utilization Threshold" shall mean having Drawn at least 80% of the Program Participation Cap.

(d) "Annual Reallocation Amount" shall mean the aggregate amount, if any, by which the Program Participation Caps set forth in all HFA Participation Agreements are reduced pursuant to the Reallocation Model, as applied with respect to each Utilization Threshold.

(e) "Drawn" shall mean having made Capital Draws pursuant to Section 3(A) of the Agreement.

(f) "HFA Participation Agreements" shall mean, collectively, the Commitments to Purchase Financial Instrument and HFA Participation Agreements entered into by the States, as amended from time to time.

(g) "Population" shall mean the most recent *Annual Estimate of the Resident Population for a State* as determined by the United States Census Bureau from time to time.

(h) "Recipient State" shall mean each State that has achieved the Utilization Threshold for the applicable year, provided that such State is not then in default under its HFA Participation Agreement. Notwithstanding the foregoing, in the event a State declines an increase to its Program Participation Cap and Round 5 Funding Allocation for which it is eligible pursuant to this Schedule F, such State shall not be considered a Recipient State.

(i) "Rounds 1-4 Funding Allocation" is the amount set forth on Schedule A as "Rounds 1-4 Funding Allocation."

(j) "Round 5 Funding Allocation" is the amount set forth on Schedule A as "Round 5 Funding Allocation", as adjusted from time to time in accordance with this Schedule F.

(k) "Share of Annual Reallocation Amount" shall mean a Recipient State's share of the applicable Annual Reallocation Amount, as determined using the methodology described in Section IV below. If the Annual Reallocation Amount is zero, then the Share of Annual Reallocation Amount will be zero for the applicable year.

(l) "State" shall mean any or each of Alabama, Arizona, California, Florida, Georgia, Illinois, Indiana, Kentucky, Michigan, Mississippi, New Jersey, Nevada, North Carolina, Ohio, Oregon, Rhode Island, South Carolina, Tennessee, and Washington, D.C.

(m) "Utilization Threshold" means each of the 2016 Utilization Threshold, the 2017 Utilization Threshold and the 2018 Utilization Threshold.

II. Reduction of Program Participation Cap and Round 5 Funding Allocation:

(a) If Eligible Entity does not achieve the 2016 Utilization Threshold on or before December 31, 2016, each of the Program Participation Cap and Round 5 Funding Allocation shall be reduced by an amount equal to 50% of the Round 5 Funding Allocation as of such date.

(b) If Eligible Entity does not achieve the 2017 Utilization Threshold on or before December 31, 2017, each of the Program Participation Cap and the Round 5 Funding Allocation shall be reduced by up to 100% of the Round 5 Funding Allocation as of such date.

(c) If Eligible Entity does not achieve the 2018 Utilization Threshold on or before December 31, 2018, each of the Program Participation Cap and Round 5 Funding Allocation shall be reduced by an amount equal to that portion of the Round 5 Funding Allocation which has not yet been Drawn nor obligated with respect to a unique homeowner or property as of such date.

III. Increase of Program Participation Cap and Round 5 Funding Allocation:

(a) If Eligible Entity achieves the 2016 Utilization Threshold on or before December 31, 2016, each of the Program Participation Cap and Round 5 Funding Allocation shall be increased by the State's Share of the Annual Reallocation Amount with respect to such date.

(b) If Eligible Entity achieves the 2017 Utilization Threshold on or before December 31, 2017, each of the Program Participation Cap and the Round 5 Funding Allocation shall be increased by the State's Share of the Annual Reallocation Amount with respect to such date.

(c) If Eligible Entity achieves the 2018 Utilization Threshold on or before December 31, 2018, each of the Program Participation Cap and Round 5 Funding Allocation shall be increased by the State's Share of the Annual Reallocation Amount with respect to such date.

IV. Methodology for Determining Recipient State's Share of Annual Reallocation Amount

If Eligible Entity has achieved the Utilization Threshold and the Annual Reallocation Amount is greater than zero for the applicable year, the Program Participation Cap and Round 5 Funding Allocation will be increased by an amount calculated as follows:

First, calculate the "Per Capita Amount" for each Recipient State. The Per Capita Amount shall be calculated as the Annual Reallocation Amount divided by the sum of the Population of all Recipient States.

Second, calculate the "Utilization Percentage" for each Recipient State.

The Utilization Percentage with respect to the 2016 Utilization Threshold and the 2017 Utilization Threshold shall be calculated as the lesser of (I) the ratio of (x) aggregate Capital Draws made by the Recipient State under its HFA Participation Agreement as of December 31, 2016 and December 31, 2017, respectively, to (y) the Recipient State's Rounds 1-4 Funding Allocation as of such dates, or (II) 100%.

The Utilization Percentage with respect to the 2018 Utilization Threshold shall be calculated as the ratio of (x) aggregate Capital Draws made by the Recipient State under its HFA Participation Agreement as of December 31, 2018, to (y) such Recipient State's Program Participation Cap as of such date.

Third**,** calculate a "Utilization Score" for each Recipient State by standardizing the Utilization Percentages using the z-score methodology, a standard statistical standardization procedure. The Utilization Score for each Recipient State is calculated as (I)(x) the Utilization Percentage for such Recipient State, less (y) the mean Utilization Percentage for all Recipient States ("Average"), divided by (II) the standard deviation of the Utilization Percentages for all Recipient States. If a Recipient State's Utilization Percentage is greater than the Average, the Utilization Score will be positive. If a Recipient State's Utilization Percentage is less than Average, the Utilization Score will be negative.

Fourth, calculate a "Need Factor" for each Recipient State. The Need Factor is a fixed dollar amount which will be multiplied by each Utilization Score to determine the dollar amount by which each Recipient State's Per Capita Amount will be adjusted. The Need Factor is calculated as the dollar amount that would result in the highest adjusted Per Capita Amount for a Recipient State being no more than three (3) times that of the lowest adjusted Per Capita Amount for a Recipient State (*i.e.*, a Min/Max Factor of 3).

Fifth, calculate an "Adjusted Per Capita Amount" for each Recipient State by adding to or subtracting from the Recipient State's Per Capita Amount the product of (x) the Need Factor and (y) the Recipient State's Utilization Score. Recipient States with positive Utilization Scores will have dollars added to the Recipient State's Per Capita Amount, and Recipient States with negative Utilization Scores will have dollars subtracted from the Recipient State's Per Capita Amount.

Sixth*,* calculate the "Share of the Annual Reallocation Amount" for each Recipient State by first multiplying the Recipient State's Adjusted Per Capita Amount by the Recipient State's

Population to arrive at a "Preliminary Share". The Preliminary Share for each Recipient State is then normalized to arrive at the Share of the Annual Reallocation Amount by multiplying (x) a ratio, the numerator of which is the Preliminary Share for such Recipient State and the denominator of which is the sum of the Preliminary Shares for all Recipient States, and (y) the Annual Reallocation Amount.

V. Notices; Modifications

(a) Treasury will notify Eligible Entity in writing of any adjustment to the Program Participation Cap and Round 5 Funding Allocation pursuant to this Schedule F. Related adjustments to program allocations and other amounts set forth in the Service Schedules, and Permitted Expenses set forth on Schedule C, shall be made as set forth in such written notice.

(b) For the avoidance of doubt, a written amendment to the Agreement shall not be required to effectuate an adjustment of the Program Participation Cap or Round 5 Funding Allocation pursuant to this Schedule F. The Program Participation Cap and Round 5 Funding Allocation set forth on Schedule A to the Agreement shall be deemed to be modified upon receipt of the written notice sent pursuant to Section V (a) above.

(c) Treasury reserves the right to unilaterally modify or supplement the terms and provisions of this Schedule F, at any time with prior written notice to the Eligible Entity.