ELEVENTH AMENDMENT TO

COMMITMENT TO PURCHASE FINANCIAL INSTRUMENT and HFA PARTICIPATION AGREEMENT

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

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"), and as further amended by that certain Sixth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Sixth Amendment)", and as further amended by that certain Seventh Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Seventh Amendment"), and as further amended by that certain Eighth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Eighth Amendment"), and as further amended by that certain Ninth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Ninth Amendment"), and as further amended by that certain Tenth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Tenth 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, Eighth Amendment, and Ninth 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");

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WHEREAS, HFA, Eligible Entity and Treasury wish to implement a process for making changes to program allocations and Permitted Expenses relating to the Services described in the Service Schedules, and to amend the Current HPA to provide for such process.

WHEREAS, HFA and Eligible Entity submitted a request to Treasury to make certain revisions to their 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 Eleventh Amendment to document the process for making changes to program allocations and Permitted Expenses relating to the Services described in the Service Schedules, as well as 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. <u>Definitions</u>. All references in the Current HPA to the "<u>Agreement</u>" shall mean the Current HPA, as further amended by this Eleventh Amendment; and all references in the Current HPA to Schedules A or B shall mean the Schedules A or B attached to this Eleventh Amendment. All references herein to the "<u>HPA</u>" shall mean the Current HPA, as further amended by this Eleventh Amendment.

B. Section 9 of the Current HPA.

(1) Section 9.C. of the Current HPA is hereby amended to insert the following after the last sentence therein:

"Notwithstanding the foregoing, the Eligible Entity shall not be required to execute and deliver a replacement service schedule in the event that the Eligible Entity desires solely to make, and Treasury approves, changes to the program allocations and Permitted Expenses relating to the Services described in the Service Schedules (such changes, "Program Allocations/Permitted Expenses Changes"), as provided in Section 9.D.

(2) A new Section 9.D. to the Current HPA is hereby inserted as follows:

"Program Allocations/Permitted Expenses Changes shall not be deemed modifications to this Agreement. In order to make Program Allocations/Permitted Expenses Changes, Eligible Entity shall complete and submit to Treasury and its designee a Program Allocations/Permitted Expenses Change Request form (a "Program Allocations/Permitted Expenses Change Request") using the form attached hereto as Exhibit F, without modification other than completing requested information fields,

and shall provide any additional certifications or information as may be requested by Treasury or its designee. Treasury shall have ten (10) business days to notify the Eligible Entity of its approval or denial of such Program Allocations/Permitted Expenses Change Request, in Treasury's sole discretion, which time frame may be extended in Treasury's sole discretion. The conditions precedent to Treasury's approval of a Program Allocations/Permitted Expenses Change Request are, among other things,: (i) delivery to Treasury and its designee of an executed and completed Program Allocations/Permitted Expenses Change Request; (ii) the performance by Eligible Entity of the Services described in the Service Schedules, in accordance with the terms and conditions of this Agreement; and (iii) the satisfaction by HFA and Eligible Entity of such other obligations as are set forth in this Agreement."

- C. <u>Schedule A</u>. Schedule A attached to the Current HPA is hereby deleted in its entirety and replaced with <u>Schedule A</u> attached to this Eleventh Amendment.
- D. <u>Schedule B</u>. Schedule B attached to the Current HPA is hereby deleted in its entirety and replaced with <u>Schedule B</u> attached to this Eleventh Amendment.
- E. <u>Schedule C</u>. Schedule C attached to the Current HPA is hereby deleted in its entirety. All references in the Current HPA to the "<u>Schedule C</u>" shall mean the Exhibit 2 Permitted Administrative Expenses to the Program Allocations/Permitted Expenses Change Requests as currently on file with Treasury.
- F. <u>Exhibit F.</u> The form of Program Allocations/Permitted Expenses Change Request attached as Exhibit E to this Amendment is hereby attached as <u>Exhibit F</u> to the Agreement.

2. Representations, Warranties and Covenants

- A. <u>HFA and Eligible Entity</u>. 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 Eleventh Amendment and any other closing documentation delivered to

Treasury in connection with this Eleventh 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 Eleventh Amendment and any other closing documentation delivered to Treasury in connection with this Eleventh Amendment, and to perform its obligations hereunder and thereunder.

3. Miscellaneous

- A. The recitals set forth at the beginning of this Eleventh 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 Eleventh 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 Eleventh 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 Eleventh Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement as of the Amendment Date.

HFA: TREASURY:

OHIO HOUSING FINANCE AGENCY

UNITED STATES DEPARTMENT OF THE

TREASURY

By: <u>/s/ Douglas Garver</u> By:

Name: Douglas Garver Name: Timothy J. Bowler

Title: Executive Director Title: Deputy Assistant Secretary for

Financial Stability

ELIGIBLE ENTITY:

OHIO HOMEOWNER ASSISTANCE LLC

By: Ohio Capital Corporation for Housing, Its

Sole Member

By: /s/ Susan K. Ziegler

Name: Susan K. Ziegler

Title: Chief Operating Officer

EXHIBITS AND SCHEDULES

Schedule A Basic Information Schedule B Service Schedules

Exhibit F Form of Program Allocations/Permitted Expenses Change Request

SCHEDULE A

BASIC INFORMATION

Eligible Entity Information:

Name of the Eligible Entity: Ohio Homeowner Assistance LLC

Corporate or other organizational form:

Ohio limited liability company

Jurisdiction of organization: Ohio

Notice Information:

HFA Information:

Name of HFA: Ohio Housing Finance Agency

Organizational form:

An agency under the laws of the State of

Ohio

Date of Application: June 1, 2010

Date of Action Plan: September 1, 2010

Notice Information:

Program Participation Cap: \$570,395,099.00

Portion of Program Participation Cap

Representing Original HHF Funds: \$172,000,000.00

Portion of Program Participation Cap

Representing Unemployment HHF Funds: \$148,728,864.00

Permitted Expenses: \$56,944,408.00

Closing Date: August 3, 2010

First Amendment Date: September 23, 2010

Second Amendment Date: September 29, 2010

Third Amendment Date: December 16, 2010

Fourth Amendment Date: March 31, 2011

<u>Fifth Amendment Date</u>: December 8, 2011

Sixth Amendment Date: December 14, 2012

Seventh Amendment Date: March 22, 2013

Eighth Amendment Date: August 28, 2013

Ninth Amendment Date: December 12, 2013

Tenth Amendment Date: February 27, 2014

Eleventh Amendment Date: December 18, 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 <u>Schedule B</u> to the HPA.

Ohio Housing Finance Agency (OHFA) Rescue Payment Assistance Program Summary Guidelines

1.	Program Overview	The Rescue Payment Assistance (RPA) program, part of Ohio's Hardest Hit Fund (HHF), provides up to \$25,000 to lenders/servicers on behalf of eligible homeowners to bring current delinquent mortgage payments, escrow shortages and corporate advances to third parties. Assistance is subject to OHFA's approval of the homeowner's Action Plan, which is developed by a housing counselor. Homeowners may receive assistance from one or more of Ohio's HHF Programs, up to the total amount for which the homeowner qualifies.
2.	Program Goals	The goal of RPA is to prevent avoidable foreclosure and stabilize neighborhoods by helping delinquent homeowners who have experienced a qualifying hardship to achieve sustainable homeownership.
3.	Target Population/ Areas	The RPA program is available to Ohioans who have experienced a qualifying hardship.
4.	Program Allocation (Excluding Administrative Expenses)	Program allocation amount on file with Treasury.
5.	Borrower Eligibility Criteria	 Current gross household income equal to or less than 125 percent of the area median for a 5-person family from the county with the highest area median in Ohio; Hardship, as identified by a hardship affidavit, which occurred on or after January 1, 2007, due to involuntary loss or reduction in income or significant medical expenses; and Monthly mortgage payment (PITIA) must be 38 percent or less of gross monthly income—or, if also applying for assistance on a subordinate lien through the Homeownership Retention Assistance program (HRA), combined monthly mortgage payment must be 48 percent or less of gross monthly income—or homeowner must qualify to receive at least six months of assistance under the Mortgage Payment Assistance program (MPA).
6.	Property/Loan Eligibility Criteria	Properties must be one- to four-unit, owner-occupied primary residences located in Ohio, including condominium units. Manufactured homes are eligible only if titled as real estate. Land Contracts are not eligible. The first mortgage debt on the property must be less than the highest FHA maximum loan amount among all Ohio counties.
7.	Program Exclusions	 The following are excluded from participating in this amendment to the RPA program: Homeowners participating in a trial modification; Homeowners in active bankruptcy; and Homeowners whose applications were submitted to OHFA's underwriting team prior to February 1, 2013, except for those who were declined; these previously submitted homeowners may continue to receive assistance under Amendment Five to the HPA.
8.	Structure of Assistance	Assistance will take the form of a non-recourse, non-amortizing, zero-percent interest, five-year loan secured by the property and repayable only from equity proceeds of a refinance or sale. The loan will be recorded as a subordinate lien.

		Twenty percent of the loan balance will be forgiven each year on the anniversary of the closing, and any remaining balance will be forgiven on December 31, 2017.
9.	Per Household Assistance	Maximum program amount available per household: \$25,000 Estimated average assistance provided per household: \$8,750
10.	Duration of Assistance	RPA is provided in a lump sum payment to the homeowner's lender/servicer.
11.	Estimated Number of Participating Households	It is expected that the RPA program will assist 21,000 households.
12.	Program Inception/ Duration	The RPA program began September 27, 2010. The program is expected to continue until December 31, 2017 or when available funds are exhausted.
13.	Program Interactions with Other Programs (e.g. other HFA programs)	Homeowners who participate in two or more of Ohio's HHF programs are subject to a maximum benefit amount of \$35,000 per household; however, the maximum program amount a homeowner may receive under RPA shall not exceed \$25,000.
14.	Program Interactions with HAMP	Homeowners participating in a trial HAMP modification are not eligible.
15.	Program Leverage with Other Financial Resources	OHFA strongly encourages lenders/servicers to waive late fees or any other expenses that are not paid to a third party.
16.	Qualify as an Unemployment Program	☐ Yes ☑ No

Ohio Housing Finance Agency (OHFA) Mortgage Payment Assistance Program Summary Guidelines

1.	Program Overview	The Mortgage Payment Assistance (MPA) program provides up to \$25,000 to lenders/servicers on behalf of eligible unemployed and underemployed homeowners to make full mortgage payments to the lender servicer for up to eighteen (18) months or as long as the homeowner remains eligible for assistance. Homeowners will resume their regular payments at the end of the term approved in their Action Plan or three (3) months after achieving an affordable payment, whichever occurs first. Up to \$22,000 of MPA assistance will be available to eligible homeowners at the time of closing. Should the homeowner's monthly mortgage payment increase after closing, the homeowner may access additional assistance up to the maximum program amount of \$25,000. Assistance is subject to OHFA's approval of the homeowner's Action Plan, which is developed by a housing counselor. Homeowners may receive assistance from one or more of Ohio's HHF Programs, up to the total amount for which the homeowner qualifies.
2.	Program Goals	The goal of MPA is to prevent avoidable foreclosure and stabilize neighborhoods by helping unemployed and underemployed homeowners make on-time, monthly payments on their mortgages.
3.	Target Population/ Areas	The MPA program is available to Ohioans who have experienced a qualifying hardship.
4.	Program Allocation (Excluding Administrative Expenses)	Program allocation amount on file with Treasury.
5.	Borrower Eligibility Criteria	 Current gross household income equal to or less than 125 percent of the area median for a 5-person family from the county with the highest area median in Ohio; Hardship, as identified by a hardship affidavit, which occurred on or after January 1, 2007, due to involuntary loss or reduction in income; and Monthly mortgage payment must be 20 percent or more for homeowners who have received or exhausted unemployment benefits and 31 percent or more for all other eligible homeowners.
6.	Property/Loan Eligibility Criteria	Properties must be one- to four-unit, owner-occupied primary residences located in Ohio, including condominium units. Manufactured homes are eligible only if titled as real estate. Land Contracts are not eligible. The first mortgage debt on the property must be less than the highest FHA maximum loan amount among all Ohio counties.
7.	Program Exclusions	The following are excluded from participating in this amendment to the MPA program: • Homeowners participating in a trial modification; and • Homeowners in active bankruptcy; and • Homeowners whose applications were submitted to OHFA's underwriting team prior to February 1, 2013, except for those who were declined; these previously submitted

		homeowners may continue to receive assistance under Amendment Five to the HPA.
8.	Structure of Assistance	Assistance will take the form of a non-recourse, non-amortizing, zero-percent interest, five-year loan secured by the property and repayable only from equity proceeds of a refinance or sale. The loan will be recorded as a subordinate lien.
		Twenty percent of the loan balance will be forgiven each year on the anniversary of the closing, and any remaining balance will be forgiven on December 31, 2017.
9.	Per Household Assistance	Maximum program amount available per household: \$22,000 at closing, \$25,000 over term of assistance
		Estimated average assistance provided per household: \$12,000
10.	Duration of	The maximum duration of MPA is eighteen (18) months.
	Assistance	Homeowners who become reemployed after receiving approval from Ohio's HHF program underwriters, but before closing on their loan for assistance and whose mortgage payment is affordable as defined by Ohio's HHF guidelines, may receive up to three months of MPA.
11.	Estimated Number of Participating Households	It is expected that the MPA program will assist 15,500 households.
12.	Program Inception/ Duration	The MPA program began January 1, 2012, and is expected to continue until December 31, 2017 or when available funds are exhausted.
13.	Program Interactions with Other Programs (e.g. other HFA programs)	Homeowners who participate in two or more of Ohio's HHF programs are subject to a maximum benefit amount of \$35,000 per household; however, the maximum program amount a homeowner may receive under MPA shall not exceed \$25,000.
14.	Program	Homeowners participating in a trial HAMP modification are not eligible.
	Interactions with HAMP	MPA may come before or after the Home Affordable Unemployment Program (UP) forbearance.
15.	Program Leverage with Other Financial Resources	OHFA strongly encourages the lenders/servicers to waive late fees or any other expenses that are not paid to a third party.
16.	Qualify as an Unemployment Program	☑ Yes □ No

Ohio Housing Finance Agency (OHFA) Modification with Contribution Assistance Program Summary Guidelines

1.	Program Overview	The Modification with Contribution Assistance (MCA) program provides up to \$35,000 to lenders/servicers on behalf of homeowners to facilitate a permanent affordable loan modification.
		Allowable uses of the funds include:
		 Delinquent mortgage payments; Principal & interest; Other property related ancillary expenses (property taxes, homeowner's insurance, and association dues); Late fees; Inspection fees, attorney fees, and other third party fees; Escrow shortages and advances; and Principal reduction.
		The modification achieved with MCA must result in a more affordable monthly payment, but that payment may not be less than 20 percent of the household gross monthly income. If the household gross income is equal to or less than \$20,000 per year, however, the modification achieved with MCA may result in a more affordable monthly payment that is less than 20 percent of gross household income.
		Assistance is subject to OHFA's approval of the homeowner's Action Plan, which is developed by a housing counselor, except for HAMP-eligible modifications referred to OHFA by a participating lender/servicer. Homeowners may receive assistance from one or more of Ohio's HHF Programs, up to the total amount for which the homeowner qualifies.
2.	Program Goals	The goal of MCA is to prevent avoidable foreclosure and stabilize neighborhoods by helping homeowners who have experienced a qualifying hardship to achieve more affordable mortgage payments long term.
3.	Target Population/ Areas	The MCA program is available to Ohioans who have experienced a qualifying hardship.
4.	Program Allocation (Excluding Administrative Expenses)	Program allocation amount on file with Treasury.
5.	Borrower Eligibility Criteria	 Current gross household income equal to or less than 125 percent of the area median for a 5-person family from the county with the highest area median in Ohio; and Hardship, as identified by a hardship affidavit, which occurred on or after January 1, 2007, due to involuntary loss or reduction in income or significant medical expenses; and Mortgage payment 20 percent or greater than household gross monthly income, unless the household gross income is equal to or less than \$20,000 per year.
6.	Property/Loan Eligibility Criteria	Properties must be one- to four-unit owner-occupied primary residences located in Ohio, including condominium units. Manufactured homes are eligible only if titled as real estate. Land contracts are not eligible.

		The first mortgage debt on the property must be less than the highest FHA maximum loan amount among all Ohio counties.
7.	Program Exclusions	 The following are excluded from participating in this amendment to the MCA program: Homeowners participating in a trial HAMP modification; and Homeowners in active bankruptcy; Homeowners whose applications were submitted to OHFA's underwriting team prior to February 1, 2013, except for those who were declined; these previously submitted homeowners may continue to receive assistance under Amendment Five to the HPA; and Homeowners whose monthly mortgage payment would be less than 20 percent of household gross income, except those homeowners whose household gross income is \$20,000 or less per year.
8.	Structure of Assistance	Unless MCA assistance is matched by an equal contribution by the lender/servicer, assistance will take the form of a non-recourse, non-amortizing, zero-percent interest, five-year loan secured by the property and repayable only from equity proceeds of a refinance or sale. The loan will be recorded as a subordinate lien. Twenty percent of the loan balance will be forgiven each year on the anniversary of the closing, and any remaining balance will be forgiven on December 31, 2017.
9.	Per Household Assistance	Maximum program amount available per household: \$35,000. Estimated average assistance provided per household: \$26,500
10.	Duration of Assistance	MCA is provided in a lump sum payment to the homeowner's lender/servicer.
11.	Estimated Number of Participating Households	It is expected that the MCA program will assist 1,300 households.
12.	Program Inception/ Duration	The MCA program began January 1, 2012, and is expected to continue until December 31, 2017 or when available funds are exhausted.
13.	Program Interactions with Other Programs (e.g. other HFA programs)	Homeowners who participate in two or more of Ohio's HHF programs are subject to a maximum benefit amount of \$35,000 per household.
14.	Program Interactions with HAMP	Homeowners participating in a trial HAMP modification are not eligible. This program may be used to help a homeowner obtain a Home Affordable Modification Program (HAMP) modification.
15.	Program Leverage with Other Financial Resources	OHFA strongly encourages the lenders/servicers to waive late fees or any other expenses that are not paid to a third party.
16.	Qualify as an Unemployment Program	□ Yes ☑ No

Ohio Housing Finance Agency (OHFA) Lien Elimination Assistance Summary Guidelines

1.	Program Overview	The Lien Elimination Assistance (LEA) program provides up to \$25,000 to one or more lenders/servicers on behalf of eligible homeowners to extinguish a homeowner's mortgage lien(s). Assistance is subject to OHFA's approval of the homeowner's Action Plan, which is developed by a housing counselor. Homeowners may receive assistance from one or more of Ohio's HHF Programs, up to the total amount for which the homeowner qualifies.
		ome same and regionals, up to the term unionity for which the nonity with a quantity.
2.	Program Goals	The goal of LEA is to prevent avoidable foreclosure and stabilize neighborhoods by helping homeowners who have experienced a qualifying hardship to achieve a long-term, permanent, and affordable housing solution.
3.	Target Population/ Areas	The LEA program is available to Ohioans who have experienced a qualifying hardship.
4.	Program Allocation (Excluding Administrative Expenses)	Program allocation amount on file with Treasury.
5.	Borrower Eligibility Criteria	 Current gross household income equal to or less than 125 percent of the area median for a 5-person family from the county with the highest area median in Ohio; and Hardship, as identified by a hardship affidavit, which occurred on or after January 1, 2007, due to involuntary loss or reduction in income or significant medical expenses.
6.	Property/Loan Eligibility Criteria	Properties must be one- to four-unit, owner-occupied primary residences located in Ohio, including condominium units. Manufactured homes are eligible only if titled as real estate. Land contracts are not eligible. The first mortgage debt on the property must be less than the highest FHA maximum loan amount among all Ohio counties.
7.	Program Exclusions	 The following are excluded from participating in this amendment to the LEA program: Homeowners in active bankruptcy; and Homeowners whose applications were submitted to OHFA's underwriting team prior to February 1, 2013, except for those who were declined; these previously submitted homeowners may continue to receive assistance under Amendment Five to the HPA.

8.	Structure of Assistance	Assistance will take the form of a non-recourse, non-amortizing, zero-percent interest, five-year loan secured by the property and repayable only from equity proceeds of a refinance or sale. The loan will be recorded as a subordinate lien. Twenty percent of the loan balance will be forgiven each year on the anniversary of the closing, and any remaining balance will be forgiven on December 31, 2017.
9.	Per Household Assistance	Maximum program amount available per household: \$25,000 Estimated average assistance provided per household: \$20,000
10.	Duration of Assistance	LEA is provided in a lump sum payment to the homeowner's lender/servicer.
11.	Estimated Number of Participating Households	It is expected that the LEA program will assist 1,150 households.
12.	Program Inception/ Duration	The program began January 1, 2012, and is expected to continue until December 31, 2017 or when available funds are exhausted.
13.	Program Interactions with Other Programs (e.g. other HFA programs)	Homeowners who participate in two or more of Ohio's HHF programs are subject to a maximum benefit amount of \$35,000 per household; however, the maximum program amount a homeowner may receive under LEA shall not exceed \$25,000.
14.	Program Interactions with HAMP	Homeowners participating in a trial HAMP modification are not eligible.
15.	Program Leverage with Other Financial Resources	Lenders/servicers must agree to fully extinguish the lien(s) and release homeowners from future obligations or judgments as part of the process of approving a homeowner for the LEA program.
16.	Qualify as an Unemployment Program	☐ Yes ☑ No

Ohio Housing Finance Agency (OHFA) Transition Assistance Program Summary Guidelines

1.	Program Overview	The Transition Assistance (TA) program provides up to:
		 \$5,000 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 saleable condition; and \$2,500 to lenders/servicers to extinguish and release subordinate liens as part of a short sale or deed-in-lieu of foreclosure agreement.
		Assistance is subject to OHFA's approval of the homeowner's Action Plan, which is developed by a housing counselor. Homeowners may receive assistance from one or more of Ohio's HHF Programs, up to the total amount for which the homeowner qualifies.
2.	Program Goals	The goal of TA is to prevent avoidable foreclosure and help stabilize neighborhoods by helping homeowners to achieve an orderly exit from their home.
3.	Target Population/ Areas	The TA program is available to Ohioans who have experienced a qualifying hardship.
4.	Program Allocation (Excluding Administrative Expenses)	Program allocation amount on file with Treasury.
5.	Borrower Eligibility Criteria	 Current gross household income equal to or less than 125 percent of the area median for a 5-person family from the county with the highest area median in Ohio; and Hardship, as identified by a hardship affidavit, which occurred on or after January 1, 2007, due to involuntary loss or reduction in income, significant medical expenses; or homeowners who must relocate for employment and meets the requirements of IRS Publication 521 which states "the new main job is at least 50 miles farther from former residence than old main job." The new residence must be located in the United States of America, except for active duty military personnel.
6.	Property/Loan Eligibility Criteria	Properties must be one- to-four unit, primary residences, as defined in Ohio's HHF guidelines, located in Ohio, including condominium units. Manufactured homes are eligible only if titled as real estate. Land contracts are not eligible.
7.	Program Exclusions	The following are excluded from participating in TA: • Homeowners whose net proceeds from the sale of the home are sufficient to pay off the mortgage balance; and • Homeowners in active bankruptcy.
8.	Structure of Assistance	Assistance is provided in the form of a one-time payment to the borrower and incentives to the second lien holder(s) consisting of: • A \$5,000 payment to the borrower by Ohio Homeowner Assistance LLC (OHA); and • A maximum of \$2,500 to subordinate lienholder(s) who agree to extinguish fully any subordinate lien(s).

9.	Per Household Assistance	Maximum program amount available per household: \$7,500 Estimated average assistance provided per homeowner: \$5,000
10.	Duration of Assistance	TA is provided in a lump sum payment to the homeowner, and, if applicable, the homeowner's lender/servicer and any secondary lienholder(s).
11.	Estimated Number of Participating Households	It is expected that the TA program will assist 63 households.
12.	Program Inception/ Duration	The program began September 27, 2010, and is expected to continue until December 31, 2017 or when available funds are exhausted.
13.	Program Interactions with Other Programs (e.g. other HFA programs)	Homeowners who participate in two or more of Ohio's HHF programs are subject to a maximum benefit amount of \$35,000 per household; however, the maximum program amount a homeowner may receive for TA shall not exceed \$7,500. TA may not be combined with Homeowner Retention Assistance (HRA).
14.	Program Interactions with HAMP	HAFA may be combined with any element of the TA program.
15.	Program Leverage with Other Financial Resources	Lenders/servicers must agree to release homeowners from future obligations or judgments as part of the process of approving a short sale, cash for keys, or deed-in-lieu agreement. First and second mortgage holders must accept less than full payoff.
16.	Qualify as an Unemployment Program	☐ Yes ☑ No

Ohio Housing Finance Agency (OHFA) Homeownership Retention Assistance Summary Guidelines

1.	Program Overview	The Homeownership Retention Assistance (HRA) program provides up to \$25,000 to lenders/servicers, taxing authorities, and associations, on behalf of eligible homeowners to extinguish or reinstate a homeowner's subordinate mortgage lien(s) or cover ancillary property-related expenses as described below: Allowable uses of the funds include: Property-related ancillary expenses (i.e., non-escrowed property taxes or homeowners or condominium association charges); and With respect to subordinate mortgage liens only: Delinquent mortgage payments; Principal & interest; Escrow shortages and advances; Late fees; Inspection fees, attorney fees, and other third party fees; Lien extinguishment; and Principal reduction. Assistance is subject to OHFA's approval of the homeowner's Action Plan, which is developed by a housing counselor. Homeowners may receive assistance from one or more of Ohio's HHF Programs, up to the total amount for which the homeowner qualifies.
2.	Program Goals	The goal of HRA is to prevent avoidable foreclosure and stabilize neighborhoods by helping homeowners who have experienced a qualifying hardship to achieve a long-term and affordable housing solution.
3.	Target Population/ Areas	The HRA program is available to Ohioans who have experienced a qualifying hardship.
4.	Program Allocation (Excluding Administrative Expenses)	Program allocation amount on file with Treasury.
5.	Borrower Eligibility Criteria	The homeowner must meet the following criteria:
	Cincila	 Current gross household income equal to or less than 125 percent of the area median for a 5-person family from the county with the highest area median in Ohio; and Hardship, as identified by a hardship affidavit, as identified by a hardship affidavit, which occurred on or after January 1, 2007, due to involuntary loss or reduction in income or significant medical expenses.
		When HRA is used to reinstate delinquent property taxes or homeowners or condominium association charges, the homeowner also must meet the following criterion:
		Monthly mortgage payment (PITIA) must be 38 percent or less of gross monthly income or homeowner must qualify to receive at least six months of assistance under the Mortgage Payment Assistance program (MPA).
		When HRA is used to eliminate or reinstate a subordinate lien, the homeowner must also meet the following criterion:

		 Homeowner must be current or brought current with RPA on all liens with a higher position; and Combined monthly mortgage payment PITIA on first and any subordinate lien(s) for which the homeowner seeks assistance must be 48 percent or less of gross monthly income or homeowner must qualify to receive at least six months of assistance under the Mortgage Payment Assistance program (MPA).
6.	Property/Loan Eligibility Criteria	Properties must be one- to-four unit, owner-occupied primary residences located in Ohio, including condominium units. Manufactured homes are eligible only if titled as real estate. Land contracts are not eligible.
		The first mortgage debt on the property must be less than the highest FHA maximum loan amount among all Ohio counties.
7.	Program Exclusions	The following are excluded from participating in HRA:
		 Homeowners participating in a trial modification on their subordinate lien; Homeowners in active bankruptcy; and Homeowners whose applications were submitted to OHFA's underwriting team prior to February 1, 2013, except for those who were declined; these previously submitted homeowners may continue to receive assistance under Amendment Five to the HPA.
8.	Structure of Assistance	Assistance will take the form of a non-recourse, non-amortizing, zero-percent interest, five-year loan secured by the property and repayable only from equity proceeds of a refinance or sale. The loan will be recorded as a subordinate lien.
		Twenty percent of the loan balance will be forgiven each year on the anniversary of the closing, and any remaining balance will be forgiven on December 31, 2017.
9.	Per Household	Maximum amount available per homeowner: \$25,000
	Assistance	Estimated average assistance provided per homeowner: \$6,500
10.	Duration of Assistance	HRA is provided in a lump sum payment to the homeowner's lender/servicer, taxing authority, and/or other entity.
11.	Estimated Number of Participating Households	It is expected that the HRA program will assist 1,738 households.
12.	Program Inception/ Duration	This program will become effective on February 1, 2013 and is expected to continue until December 31, 2017 or when available funds are exhausted.
13.	Program Interactions with Other Programs	Homeowners who participate in two or more of Ohio's HHF programs are subject to a maximum benefit amount of \$35,000 per household; however, the maximum program amount a homeowner may receive under HRA shall not exceed \$25,000.
	(e.g. other HFA programs)	HRA may not be combined with TA.
14.	Program Interactions with HAMP	Homeowners participating in a trial HAMP modification on the subordinate lien are not eligible.
15.	Program Leverage with Other Financial Resources	OHFA strongly encourages lenders/servicers, taxing authorities, and other payees to waive late fees or any other expenses that are not paid to a third party. For subordinate lien extinguishments Lenders/servicers must agree to release homeowners from future obligations or judgments as part of the process and fully extinguish the lien(s).

16. Qualify as an Unemployment Program
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Ohio Housing Finance Agency (OHFA) Homeowner Stabilization Assistance Program Summary Guidelines

	1. Program Overview	Under the Homeowner Stabilization Assistance (HSA) program, HHF will be provided to eligible borrowers through qualified non-profit entities ("Investment Partners") that leverage HHF with private capital to purchase delinquent mortgage loans at a discount through the U.S. Department of Housing and Urban Development (HUD) Federal Housing Agency (FHA) Distressed Asset Stabilization Program (DASP) Neighborhood Stabilization Outcome (NSO) subpool auction sales. Investment Partners must be eligible to participate as a qualified FHA DASP-NSO bidder in Ohio.
		HHF will be used to leverage the purchase of loans within the FHA DASP-NSO offering, and will be applied to Program Eligible Outcomes. The Homeowner Stabilization Assistance (HSA) program aims to keep families in
2.	Program Goals	their homes or provide families with support for an orderly property disposition and transition to new housing, which will help stabilize neighborhoods and housing markets.
3.	Target Population/ Areas	The target population is owner occupants of properties that are included in an NSO loan pool under HUD's DASP.
4.	Program Allocation (Excluding Administrative Expenses)	Program allocation amount on file with Treasury.
5.	Borrower Eligibility Criteria	 Current gross household income equal to or less than 125 percent of the area median for a 5-person family from the county with the highest area median in Ohio; Hardship due to involuntary loss or reduction in income, significant medical expenses, or unpaid mortgage balance significantly in excess of market value.
6.	Property/Loan Eligibility Criteria	Properties must be single family detached one or two-unit owner-occupied residences located in Ohio.
		Must be first mortgage debt on the property and such debt must be less than the highest FHA maximum loan amount among all Ohio counties.
7.	Program Exclusions	The following are excluded from participating in HSA:
		 Homeowners who previously received assistance from Ohio's HHF program, or Any properties purchased through the FHA DASP-NSO program that do not meet the criteria for homeowner eligibility or property eligibility as described

in sections 5 and 6 herein, or

 Any properties purchased through the FHA DASP-NSO program that result in a foreclosure, except when a foreclosure follows a program eligible outcome by an eligible homeowner with an eligible property.

8. Structure of Assistance

OHFA will execute an agreement with the Investment Partner to provide HSA funds up to a maximum of \$35,000 per eligible loan, acquired from FHA DASP-NSO at closing.

The Investment Partner will complete transfer of servicing and determine if the homeowner and property qualify for a Program Eligible Outcome within 180 days of (i) purchasing and servicing transfer of an eligible loan or (ii) investment with respect to a re-eligible loan. The Investment Partner will provide contact outreach with the homeowner for 12 months after commencement of a Program Eligible Outcome.

If, after acquiring the loans, Investment Partner determines a Program Exclusion applies, then the Investment Partner will deposit funds in an escrow account from which funds may be released only to purchase other loans ("Replacement Loans") which satisfy a Program Eligible Outcome within 18 months, or to repay the HHF. If an eligible or re-eligible loan does not result in a Program Eligible Outcome within 18 months, the HHF funds shall be repaid to HHF, unless OHFA provides written approval to place the funds in escrow until another Replacement Loan is acquired.

When the Program Eligible Outcome is either a first Loan Modification or Lien Elimination, a portion of the assistance representing the difference between the current market value of the property and the permanently modified loan amount will take the form of a non-recourse, non-amortizing, zero-percent interest, five year loan secured by the property and repayable only from equity proceeds of a refinance or sale. The loan will be recorded as a first or subordinate lien. Twenty percent of the loan balance will be forgiven each year on the anniversary of the closing, and any remaining balance will be forgiven on December 31, 2017.

When the Program Eligible Outcome is a short sale or deed-in-lieu of foreclosure, the Investment Partner will repay HHF \$1,000. If the amount of HHF funds used to purchase the note is greater than the total of the amount of principal forgiveness and transition assistance received by the homeowner plus the allowable cost of the transaction, the Investment Partner will deposit the difference in escrow. Funds may be released from escrow to purchase additional eligible loans or to repay HHF at the end of the program.

Program Eligible Outcomes Include:

- Modifications offered to and accepted by eligible homeowners with eligible properties; such modifications shall include principal reduction and forgiveness and result in a mortgage debt to income ratio of not greater than thirty-one percent of the gross household income, or
- Loan extinguishments without any deficiency judgment, or
- Short Sales to third party homeowner occupants offered to and accepted by eligible borrowers with eligible properties. Such Short Sales shall include extinguishment of the unpaid loan balance, waiver of deficiency judgment and borrower transition assistance, or
- Deeds in Lieu of Foreclosure offered to and accepted by eligible homeowners with eligible properties. Such Deeds in Lieu shall include extinguishment of the unpaid loan balance, waiver of deficiency judgment,

		and borrower transition assistance.
9.	Per Household Assistance	The maximum program amount available per homeowner is \$35,000.
10.	Duration of Assistance	HHF funds will be provided in a lump sum payment to the purchase of qualified loar within the FHA DASP-NSO offering, and will be applied to Program Eligible Outcomes for homeowners.
11.	Estimated Number of Participating Households	It is expected that the HSA program will assist approximately 450 households.
12.	Program Inception/ Duration	The HSA program will begin upon the earlier of April 1, 2013 and the Seventh Amendment Date. The program is expected to continue until December 31, 2015 or when available funds are exhausted.
13.	Program Interactions with Other Programs (e.g. other HFA programs)	Homeowners who participate in HSA will not be eligible to participate in other HHF programs.
14.	Program Interactions with HAMP	Homeowners who have previously participated in HAMP are eligible for HSA.
15.	Program Leverage with Other Financial Resources	Investment Partner shall utilize private capital on a pool basis, in addition to all HHF funds it is eligible to utilize on a per loan basis.
16.	Qualify as an Unemployment Program	□Yes ☑No

Ohio Housing Finance Agency (OHFA) Neighborhood Initiative Program (NIP) Summary Guidelines

1.	Program Overview	The Neighborhood Initiative Program (NIP) will fund strategically targeted residential demolition in designated areas within the state of Ohio by partnering with Land Banks or an entity that has signed a cooperative agreement with the Land Bank (together "Partners").		
2.	Program Goals	oal of the Neighborhood Initiative Program (NIP) is to stabilize rty values by removing and greening vacant and abandoned properties geted areas in an effort to prevent future foreclosures for existing owners.		
3.	Target Population/ Areas	NIP will be offered to counties that have a Land Bank established per Section 1724 of the Ohio Revised Code. Demolition activity will be limited to targeted areas defined by the Partners and approved by OHFA that are part of a comprehensive local strategy to stabilize home values and prevent foreclosure in the county. OHFA guidelines will ensure that demolition and greening will have a positive effect on preserving existing neighborhoods.		
4.	Program Allocation (Excluding Administrative Expenses)	Program allocation amount on file with Treasury.		
5.	Property/Loan Eligibility Criteria	Only vacant and abandoned one to four unit residential properties that qualify for lawful demolition under state or federal law and are approved under OHFA's guidelines will qualify for this program.		
6.	Ownership/Loan Eligibility Criteria	Properties must be owned by the Partner. Properties must have a loan that can be modified or extinguished.		
7. Program Exclusions		structures.		
8.	Structure of Assistance	OHFA will issue a Request for Proposals from the Land Banks and will execute agreements with Partners selected to participate in the program. Each Partner will be responsible for property acquisition (if applicable), environmental assessment and remediation, demolition, greening and ongoing maintenance of properties.		
		Upon receipt and review of documentation of eligible acquisition, demolition, remediation, greening, maintenance and administrative expenses for qualified properties, OHFA will approve payment of up to \$25,000 Hardest Hit Funds per property to the Partner.		
		The Partner will execute a non-recourse, non-amortizing, zero interest loan secured by the property for a term of three years after which it will be forgiven as long as covenants are met; outstanding balance of loan will be due on sale, transfer, or unauthorized use of the property. Mortgage will be in favor of Ohio Homeowner Assistance LLC (OHA) and recorded through		

	public records. Ongoing monitoring, repayments, and discharges will be conducted by OHFA/OHA. Any repayment of program funds will be reinvested back into program allocation. All funds remaining in the program will be returned to Treasury after December 31, 2017. Special considerations may be made by OHFA/OHA to release lien prior to the three year term based on merit of request and to promote positive economic impact to community as set forth in program guidelines.
9. Per Property Assistance	The maximum amount of assistance will be \$25,000 per property which includes acquisition (if applicable), payoff of existing loan, approved demolition, remediation and greening of the site, maintenance and administration for up to three years.
10. Duration of Assistance	All assistance will be provided in one payment per property.
11. Estimated Number of Properties Demolished	Although the maximum amount of assistance is \$25,000 per property, the estimated average amount of assistance is \$12,000. Therefore the estimated total number of units demolished is 5,000.
12. Program Inception/ Duration	Contracts with Partners will be effective on or after January 1, 2014 and will expire December 31, 2017.
13. Program Interactions with Other Programs (e.g. other HFA programs)	Properties previously assisted under the Hardest Hit Fund program will not be eligible.
14. Program Interactions with HAMP	None.
15. Program Leverage with Other Financial Resources	No match will be required of Partners, so there is no direct leveraging, but it is expected that other public and private investment will be made in the target areas.
16. Qualify as an Unemployment Program	□Yes ☑No

Exhibit F

FORM OF PROGRAM ALLOCATIONS/ PERMITTED EXPENSES CHANGE REQUEST

xx xx, 20xx

The United States Department of the Treasury Office of Financial Stability Homeownership Preservation Office Attention: Erin Quinn

The United States Department of the Treasury HFAinnovation@do.treas.gov Attention: HFA Hardest Hit Fund

Ladies/Gentlemen:

Reference is made to the Commitment to Purchase Financial Instrument and HFA Participation Agreement dated as of the date set forth on Schedule A thereto (as amended, supplemented or otherwise modified and in effect from time to time, the ("HPA") by and among xx xx xx ("HFA"), xx xx xx ("Eligible Entity"), and the United States Department of the Treasury ("Treasury")). Reference is also made to the Financial Instrument dated the date set forth on Schedule A to the HPA delivered by Eligible Entity to Treasury (the "Financial Instrument"). Capitalized terms used but not otherwise defined herein shall have the meaning given them in the HPA.

In accordance with Section 9.D. of the HPA, the undersigned Eligible Entity hereby requests that The Bank of New York Mellon ("BNYM"), on behalf of Treasury, adjust the program allocations or Permitted Expenses, as applicable, as set forth in the attached Exhibit 1 and Exhibit 2.

HFA and Eligible Entity, as applicable, hereby certify to Treasury and BNYM, as of the date hereof, that:

- (a) no default or Event of Default has occurred and is continuing as of the date hereof and on the Funding Date [other than];
- (b) each of the representations and warranties made by HFA and Eligible Entity in the HPA and Financial Instrument are true and correct on and as of such date, as if made on and as of the date hereof and on the Funding Date [other than];
- (c) HFA and Eligible Entity each have full corporate power and authority to enter into, execute, and deliver this Program Allocations/Permitted Expenses Change Request and any other documentation delivered to Treasury in connection with this Program Allocations/Permitted Expenses Change Request;
- (d) HFA and Eligible Entity are in compliance with the covenants and other agreements set forth in the HPA and Financial Instrument, which shall remain in full force and effect [other than];

- (e) all data and information set forth in this Program Allocations/Permitted Expenses Change Request, including the attached Exhibits, is true and correct in all respects; and
- (f) to our knowledge, there have been no Acts of Bad Faith by any HHF Recipient [other than].

In the event that any part of the certification made herein is discovered not to be true and correct after the date hereof, HFA or Eligible Entity, as applicable, shall notify Treasury immediately.

HFA	:		
[]	
By:	Name: Title:		_
ELIC	GIBLE ENTITY:		
[]	
By:	Name: Title:		-

EXHIBIT 1

Program Allocations

Total Program Participation Cap:1

Portion of Program Participation Cap Representing Original HHF Funds:²

Portion of Program Participation Cap Representing Unemployment HHF Funds:³

Program Allocation/Permitted Expenses Change Request #:4

Current Program Allocations/Permitted Expenses	Proposed Program Allocations/Permitted Expenses		
Program Allocation (<i>i.e.</i> , Unemployment Mortgage Assistance Program): ⁵	Program Allocation (<i>i.e.</i> , Unemployment Mortgage Assistance Program):		
Other Program Allocation, if applicable: ⁶	Other Program Allocation, if applicable:		
optional field for additional program	optional field for additional program		
optional field for additional program	optional field for additional program		
optional field for additional program	optional field for additional program		
Permitted Expenses ⁷	Permitted Expenses ⁷		
Total ⁸	Total ⁸		

Footnotes:

- 1: Represents total award/allocation, including program and administrative expenses.
- 2. Insert N/A if not applicable.
- 3. Insert N/A if not applicable.
- 4. The number of reallocation changes under the streamlined allocation process, including the current request.
- 5. Insert name of program and current dollar allocation (excluding administrative expenses).
- 6. Insert name of other program(s) and current dollar allocation, if applicable. Insert N/A if not applicable.
- 7. Grand total amount of current permitted administrative expenses, including one-time/start-up expenses, operating/administrative expenses, transaction related expenses, and counseling expenses.
- 8. The sum of program allocation(s) and permitted administrative expenses should equal to the total award amount (total program participation cap).

EXHIBIT 2

Permitted Administrative Expenses

	State		
	Current	Proposed	Difference
One-time / Start-Up Expenses:			
Initial Personnel			
Building, Equipment, Technology			
Professional Services			
Supplies / Miscellaneous			
Marketing /Communications			
Travel			
Website development /Translation			
Contingency			
Subtotal			
Operating / Administrative Expenses:			
Salaries			
Professional Services (Legal, Compliance, Audit, Monitoring)			
Travel			
Buildings, Leases & Equipment			
Information Technology & Communications			
Office Supplies/Postage and Delivery/Subscriptions			
Risk Management/Insurance			
Training			
Marketing/PR			
Miscellaneous			
Subtotal			
Transaction Related Expenses:			
Recording Fees			
Wire Transfer Fees			
Counseling Expenses:			
File Intake			
Decision Costs			
Successful File			
Key Business Partners On-Going			
Subtotal			
Grand Total			

% of Total Award		
Award Amount		