

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

This Seventeenth 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 Seventeenth 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. Reserved.

- 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 or F shall mean the Exhibit A or Schedules A, B 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. **Miscellaneous**

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 Seventeenth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement as of the Amendment Date.

HFA:

OREGON HOUSING AND COMMUNITY
SERVICES

By: /s/ Margaret S. Van Vliet
Name: Margaret S. Van Vliet
Title: Director

TREASURY:

UNITED STATES DEPARTMENT OF THE
TREASURY

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

ELIGIBLE ENTITY:

OREGON AFFORDABLE HOUSING
ASSISTANCE CORPORATION

By: /s/ Julie Cody
Name: Julie Cody
Title: President

By: /s/ Caleb Yant
Name: Caleb Yant
Title: Treasurer

EXHIBITS AND SCHEDULES

Exhibit A	Form of Amended and Restated Financial Instrument
Schedule A	Basic Information
Schedule B	Service Schedules
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: Oregon Affordable Housing Assistance Corporation

Corporate or other organizational form: Nonprofit corporation

Jurisdiction of organization: Oregon

Notice Information:

HFA Information:

Name of HFA: Oregon Housing and Community Services

Organizational form: A department of the State of Oregon under the laws of the State of Oregon

Date of Application: June 1, 2010

Date of Action Plan: September 1, 2010

Notice Information:

Program Participation Cap: \$256,468,242.00

Portion of Program Participation Cap Representing Original HHF Funds: \$88,000,000.00

Portion of Program Participation Cap Representing Unemployment HHF Funds: \$49,294,215.00

Rounds 1-4 Funding Allocation: \$220,042,786.00

Round 5 Funding Allocation: \$36,425,456.00

Permitted Expenses: Amount on file with Treasury

Closing Date: August 3, 2010

First Amendment Date: September 23, 2010

<u>Second Amendment Date:</u>	September 29, 2010
<u>Third Amendment Date:</u>	December 16, 2010
<u>Fourth Amendment Date:</u>	March 31, 2011
<u>Fifth Amendment Date:</u>	May 25, 2011
<u>Sixth Amendment Date:</u>	September 28, 2011
<u>Seventh Amendment Date:</u>	December 8, 2011
<u>Eighth Amendment Date:</u>	March 29, 2012
<u>Ninth Amendment Date:</u>	July 17, 2012
<u>Tenth Amendment Date:</u>	February 6, 2013
<u>Eleventh Amendment Date:</u>	April 25, 2013
<u>Twelfth Amendment Date:</u>	June 6, 2013
<u>Thirteenth Amendment Date:</u>	August 28, 2013
<u>Fourteenth Amendment Date:</u>	February 27, 2014
<u>Fifteenth Amendment Date:</u>	June 11, 2014
<u>Sixteenth Amendment Date:</u>	November 24, 2015
<u>Seventeenth Amendment Date:</u>	April 1, 2016
<u>Eligible Entity Depository Account Information:</u>	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

**Oregon Affordable Housing Assistance Corporation
Loan Modification Assistance Program
Summary Guidelines**

The program was unfunded as of June 6, 2013.

SERVICE SCHEDULE B-2

**Oregon Affordable Housing Assistance Corporation
Mortgage Payment Assistance Program
Summary Guidelines**

1. Program Overview	<p>This schedule applies to applications initiated after the effective date of the Seventeenth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement.</p> <p>The Mortgage Payment Assistance Program is intended to help homeowners maintain their existing mortgage and eliminate the immediate risk of foreclosure. The Program will provide monthly payments in full to lenders/servicers. Borrowers must certify their continued eligibility at least quarterly.</p> <p>The Program offers two pathways to assistance: one for unemployed homeowners and one for underemployed homeowners.</p>
2. Program Goals	The purpose of this program is to provide temporary relief from mortgage payments for unemployed and underemployed homeowners while they work to obtain income sufficient to support the mortgage. The Program will maintain an existing mortgage and eliminate the immediate risk of foreclosure.
3. Target Population/ Areas	The Program will be available in all counties in Oregon for unemployed or underemployed homeowners.
4. Program Allocation (Excluding Administrative Expenses)	Program allocation amount on file with Treasury.
5. Borrower Eligibility Criteria	<p><u>Unemployed Pathway:</u></p> <p>The borrower must be receiving unemployment insurance benefits at the time of initial application.</p> <p><u>Underemployed Pathway:</u></p> <p>The borrower must have a current household income equal to or less than 120 percent of state median income.</p> <p>The borrower must have experienced a verifiable loss of income of 10 percent or more.</p>

	<p><u>Unemployed/Underemployed Pathways:</u></p> <p>The borrower must complete and sign a financial hardship affidavit attesting to the prior loss of income or other applicable financial hardship.</p> <p>The borrower, in connection with a mortgage or real estate transaction, cannot have been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.</p>
<p>6. Property/Loan Eligibility Criteria</p>	<p><u>Unemployed/Underemployed Pathways:</u></p> <p>The subject property must be a one-unit, single-family, owner-occupied, primary residence and be located in Oregon.</p> <p><u>Unemployed Pathway:</u></p> <p>The unpaid principal balance of the borrower’s first-lien mortgage cannot exceed the Federal Housing Administration loan limit, as effective on November 18, 2011, for the county in which the subject property is located.</p> <p><u>Underemployed Pathway:</u></p> <p>The unpaid principal balance of the borrower’s first-lien mortgage cannot exceed the Federal Housing Administration loan limit for calendar year 2013, as effective on November 19, 2012, for the county in which the subject property is located unless certain qualifying conditions are met as defined in the program guidelines. In no instance can the unpaid principal balance of the borrower’s first lien mortgage exceed \$729,750.</p>
<p>7. Program Exclusions</p>	<p><u>Unemployed/Underemployed Pathways:</u></p> <p>The borrower cannot be in active bankruptcy.</p> <p>The borrower’s first-lien mortgage cannot be a home equity line of credit, land sale contract, or otherwise privately financed mortgage.</p> <p>The borrower cannot own other residential real property.</p> <p>The subject property cannot be a condominium or townhome, unless certain qualifying conditions are met as defined in the</p>

	program guidelines.
8. Structure of Assistance	The Program is envisioned as a revolving fund. The Program will make a five-year, non-recourse, zero-percent, forgivable, non-amortizing loan for which a junior lien will be recorded against the property. Twenty percent of the loan will be forgiven for each year the loan is outstanding. If the property is sold or refinanced prior to the loan termination date, the Program will recover funds should sufficient equity be available from the transaction. The Program shall recycle recovered funds in order to provide additional program assistance in accordance with the Agreement.
9. Per Household Assistance	A maximum of \$20,000.
10. Duration of Assistance	12 months.
11. Estimated Number of Participating Households	It is estimated that 11,900 homeowners will receive assistance.
12. Program Inception/Duration	The Program began in December 2010 and is expected to last 90 months.
13. Program Interactions with Other Programs (e.g. other HFA programs)	The Program will operate in conjunction with the Reinstatement Benefit of the Loan Preservation Assistance Program.
14. Program Interactions with HAMP	As outlined in Fannie Mae Lender Letter LL-2010-12, Freddie Mac Bulletin 2010-25 and the Making Home Affordable Program Handbook for Servicers of Non-GSE Mortgages (version 4.1), borrowers who receive Program assistance during a HAMP trial period plan will be terminated from HAMP.
15. Program Leverage with Other Financial Resources	Servicers will not charge administrative fees (e.g., NSF, late charges) in any month where a full contract payment is made.

SERVICE SCHEDULE B-3

**Oregon Affordable Housing Assistance Corporation
Loan Preservation Assistance Program
Summary Guidelines**

1. Program Overview	<p>The Loan Preservation Assistance Program is intended to help homeowners preserve and/or maintain their existing mortgage and eliminate immediate risk of foreclosure. Funds provided through this Program will be provided to lenders/servicers to bring a delinquent borrower current. Eligibility will be determined by staff representing OAHAC.</p> <p>There are two principal tiers of benefit provided under the Program:</p> <p>(A) Reinstatement Benefit: For homeowners who, at any time, receive funding under the Mortgage Payment Assistance program.</p> <p>(B) Preservation Benefit: For homeowners who can demonstrate the ability to sustain their loan payments.</p> <p>Homeowners may decline the Reinstatement Benefit in order to be considered for the Preservation Benefit, but homeowners cannot receive funding under both the Reinstatement and Preservation benefits.</p>
2. Program Goals	<p>To bring delinquent mortgages current. The program will preserve and/or maintain an existing mortgage and reduce the risk of imminent foreclosure.</p>
3. Target Population/ Areas	<p>The program will be available in all counties of Oregon for homeowners with an arrearage.</p>
4. Program Allocation (Excluding Administrative Expenses)	<p>Program allocation amount on file with Treasury.</p>
5. Borrower Eligibility Criteria	<p><u>Reinstatement Benefit:</u></p> <p>The borrower must have been approved under the Mortgage Payment Assistance program, subject to certain limitations in the program guidelines.</p> <p><u>Preservation Benefit:</u></p> <p>The borrower must demonstrate a gross monthly income-to-</p>

	<p>PITIA ratio not to exceed 45 percent.</p> <p>The borrower must complete and sign a financial hardship affidavit attesting to the prior loss of income or other applicable financial hardship.</p> <p>The borrower, in connection with a mortgage or real estate transaction, cannot have been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.</p>
6. Property/Loan Eligibility Criteria	<p><u>These criteria apply to the Preservation Benefit:</u></p> <p>The subject property must be a one-unit, single-family, owner-occupied, primary residence and be located in Oregon.</p> <p>The unpaid principal balance of the borrower's first-lien mortgage cannot exceed the Federal Housing Administration loan limit, for calendar year 2013, as effective on November 19, 2012, for the county in which the subject property is located.</p>
7. Program Exclusions	<p>The borrower cannot be in active bankruptcy.</p> <p>The borrower's first-lien mortgage cannot be a home equity line of credit, land sale contract, or otherwise privately financed mortgage.</p> <p>The borrower cannot own other residential real property.</p> <p>The subject property cannot be a condominium or townhome, unless certain qualifying conditions are met as defined in the program guidelines.</p>
8. Structure of Assistance	<p>The Program is envisioned as a revolving fund. The Program will make a five-year, non-recourse, zero-percent, forgivable, non-amortizing loan for which a junior lien will be recorded against the property. Twenty percent of the loan will be forgiven for each year the loan is outstanding. If the property is sold or refinanced prior to the loan termination date, the Program will recover funds should sufficient equity be available from the transaction. The Program shall recycle recovered funds in order to provide additional program assistance in accordance with the Agreement.</p>
9. Per Household Assistance	<p><u>Reinstatement Benefit:</u></p>

	<p>A maximum of \$10,000, subject to certain limitations in the program guidelines, for Mortgage Payment Assistance Program applications under the Unemployed Pathway.</p> <p>A maximum of \$15,000, subject to certain limitations in the program guidelines, for Mortgage Payment Assistance Program applications under the Underemployed Pathway.</p> <p><u>Preservation Benefit:</u></p> <p>A maximum of \$25,000, subject to certain limitations in the program guidelines.</p>
10. Duration of Assistance	Assistance is a one-time payment.
11. Estimated Number of Participating Households	It is estimated that 7,700 homeowners will receive assistance.
12. Program Inception/ Duration	The Program began in May 2012 and is expected to last 24 months, but may extend beyond 24 months where both funding and need exists.
13. Program Interactions with Other Programs (e.g. other HFA programs)	The Program's Reinstatement Benefit will operate in conjunction with the Mortgage Payment Assistance program.
14. Program Interactions with HAMP	This Program would incentivize recipients to enter loan modification programs such as HAMP.
15. Program Leverage with Other Financial Resources	If the loan is reinstated, servicers will waive all administrative fees accrued since the beginning of the delinquency.

SERVICE SCHEDULE B-4

**Oregon Affordable Housing Assistance Corporation
Transition Assistance Program
Summary Guidelines**

The program was unfunded as of December 8, 2011.

SERVICE SCHEDULE B-5

**Oregon Affordable Housing Assistance Corporation
Loan Refinancing Assistance Pilot Project
Summary Guidelines**

<p>1. Program Overview</p>	<p>This schedule applies to applications initiated after the effective date of the Seventeenth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement.</p> <p>The Loan Refinancing Assistance Pilot Project will target Oregon homeowners with negative equity mortgages, who have recovered from unemployment, underemployment or financial distress and show the capability to pay a mortgage payment based on a principal amount reflective of the current market value of the home. There are two structures that will be utilized to accomplish the refinance, depending on restrictions affecting the loan holder.</p> <p>Loan Purchase Structure: Under the Loan Purchase Structure, OAHAC, after review and approval by Oregon Housing and Community Services (OHCS), will provide funding for the purchase of loans on behalf of homeowners. All as part of one concurrent and seamless transaction, the loan will be purchased in accordance with a funding agreement with OAHAC, for a price that is at or below the current appraised value and at least 10 percent below the current unpaid principal balance of the loan. A new, affordable loan based on a principal amount equal to or lesser than the home’s current appraised value will be originated.</p> <p>Short Sale Structure: The Short Sale Structure will be utilized in the event the holder of the loan is subject to certain restrictions, operationally and/or legally, with respect to a loan sale transaction. In this scenario, OAHAC will utilize its contractor, Further 2 Development LLC (“Further”), to facilitate a short sale. All as part of one concurrent and seamless transaction, the home will be sold to Further for a price that is at or below the current appraised value and at least 10% below the current unpaid principal balance of the loan. Title to the home will be transferred to Further and then back to the homeowner through a newly originated affordable loan for the homeowner at a principal amount equal to or lesser than the home’s current appraised value. That new loan will be assigned to OHCS, in accordance with a funding agreement with OAHAC.</p> <p>The end result will be the same under either structure: the homeowner remains in the home with a new, affordable loan.</p>
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<p>2. Program Goals</p>	<p>The Loan Refinancing Assistance Pilot Project’s goals are to assist homeowners escape negative equity situations, help to slow the ongoing decline in property value, and provide approved homeowners with reliable, affordable, sustainable mortgages.</p>
<p>3. Target Population/ Areas</p>	<p>The Program will be available in select Oregon counties and focus exclusively on homeowners who have recovered from a financial hardship, are saddled with negative equity mortgages, and demonstrate the capability to pay a loan refinanced to an amount that is equal to or less than the home’s current value.</p>
<p>4. Program Allocation (Excluding Administrative Expenses)</p>	<p>Program allocation amount on file with Treasury.</p>
<p>5. Borrower Eligibility Criteria</p>	<p>The borrower must have a current household income equal to or less than 150 percent of state median income. A borrower who has a loan financed in whole or in part by bonds that are tax exempt under IRC section 143 is presumed to satisfy income limits.</p> <p>The borrower must demonstrate the ability to meet standard payment ratios for at least the home’s current appraised value.</p> <p>The borrower must complete and sign a financial hardship affidavit attesting to the prior loss of income or other applicable financial hardship.</p> <p>The borrower, in connection with a mortgage or real estate transaction, cannot have been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion. The borrower must meet criteria as defined in program guidelines.</p>

<p>6. Property/Loan Eligibility Criteria</p>	<p>The subject property must be an owner-occupied, primary residence and be located in Oregon.</p> <p>The subject property must be a one-unit, single-family residence that is not a condominium.</p> <p>The unpaid principal balance of the borrower’s first-lien mortgage cannot exceed \$499,000.</p> <p>Loans must be purchased at or below appraised market value of the home.</p> <p>The new loan cannot have a debt-to-income ratio in which PITIA is greater than 35 percent of total income and total household debt is greater than 45 percent of total income. Exceptions to the maximum debt-to-income ratio may be considered based on the borrower’s creditworthiness.</p> <p>Loans can only be purchased if the lender/servicer has discounted the price of the loan by at least 10 percent of the current unpaid principal balance.</p> <p>The loan must meet criteria as defined in the program guidelines.</p>
<p>7. Program Exclusions</p>	<p>The borrower cannot be in active bankruptcy.</p> <p>The borrower’s first-lien mortgage cannot be a home equity line of credit, third party contract, or other private party loan.</p> <p>The borrower cannot own other residential real property.</p> <p>Employees of contractor Further.</p>
<p>8. Structure of Assistance</p>	<p>The new mortgage will be for a term of 30 years, carry a fixed interest rate (to be set by OAHAC and applied uniformly for all borrowers) and the loan amount will be set at an amount equal to or less than the current appraised value of the home.</p> <p>The Program is setup as a revolving fund generating revenue in excess of the original allocation to fund additional loans. It is expected that OHCS will sell or refinance these loans at some point before December 31, 2020. The Program shall recycle recovered funds in order to provide additional program assistance, or cover costs associated with the management of the portfolio, in accordance with the Agreement.</p>

9. Per Household Assistance	The initial average household assistance amount is estimated to be \$135,000. Following repayment, refinance, or sale of the portfolio including interest received and gains realized, estimated household assistance amount could range from \$20,000 to \$40,000.
10. Duration of Assistance	Assistance will be provided in a one-time transaction to close the new affordable loan with high touch servicing. Any required counseling will be provided by HUD-approved agencies using non-HHF resources.
11. Estimated Number of Participating Households	It is estimated that 200 homeowners will receive assistance. If market conditions support continued program viability and the portfolio can be revolved at a favorable price before December 31, 2020, program funds could be revolved to help additional homeowners.
12. Program Inception/ Duration	The program began in October 2011 and is expected to last until December 2019.
13. Program Interactions with Other Programs (e.g. other HFA programs)	None.
14. Program Interactions with HAMP	None.
15. Program Leverage with Other Financial Resources	It is expected that this HHF investment will leverage \$30 million in permanent mortgages. Additionally, any gains realized through third-party mortgage refinancing or secondary mortgage market loan sales due to discounts received at the time of transaction will be reinvested throughout the program period.

SERVICE SCHEDULE B-6

**Oregon Affordable Housing Assistance Corporation
Rebuilding American Homeownership Assistance Pilot Project
Summary Guidelines**

1. Program Overview	<p>The Program will provide funds to assist homeowners who have minimal or negative equity and are seeking to refinance their existing loans.</p> <p>Under the Program, funds will be provided at closing to be used to fund a new mortgage.</p>
2. Program Goals	<p>To allow homeowners to refinance into a new loan that will permit the homeowner to rebuild equity in their home faster than their existing mortgage loan(s) currently allow, or to lower their monthly payment amount.</p>
3. Target Population/ Areas	<p>The Program will be available in selected pilot counties per program guidelines.</p>
4. Program Allocation (Including Administrative Expenses)	<p>Program allocation amount on file with Treasury.</p>
5. Borrower Eligibility Criteria	<p>The borrower must demonstrate a gross monthly income-to-PITIA ratio not to exceed 45 percent.</p> <p>The borrower must complete and sign a financial hardship affidavit attesting to the prior loss of income or other applicable financial hardship.</p> <p>The homeowner, in connection with a mortgage or real estate transaction, cannot have been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.</p> <p>The borrower must meet certain creditworthiness standards as defined in program guidelines.</p>

<p>6. Property/Loan Eligibility Criteria</p>	<p>The subject property must be a one-unit, single-family, owner-occupied, primary residence and be located in Oregon.</p> <p>The unpaid principal balance of all of the borrower’s mortgage liens cannot exceed 80 percent of the Federal Housing Administration loan limit for calendar year 2016, as effective on November 17, 2015, for the county in which the subject property is located.</p> <p>The borrower must not have any payment 30 days late or more within the past 6 months on each existing mortgage lien.</p> <p>The borrower must not have more than one payment 30–59 days late within the past 12 months on each existing mortgage lien.</p> <p>The borrower must have a combined loan-to-value ratio between 95% and 140%.</p> <p>The borrower must not have any payment 60 days or more late within the past 12 months on each existing mortgage lien.</p> <p>The interest rate of the borrower’s first-lien mortgage must meet certain standards as defined in program guidelines.</p>
<p>7. Program Exclusions</p>	<p>The borrower cannot be in active bankruptcy.</p> <p>The borrower cannot have any home equity line of credit except for a home equity line of credit originated as a second-lien mortgage concurrent with the borrower’s first-lien mortgage.</p> <p>The borrower cannot own other residential real property.</p> <p>The borrower’s first-lien mortgage cannot be owned or guaranteed by Freddie Mac or Fannie Mae.</p> <p>The borrower cannot have received assistance under any other Oregon HHF program.</p>
<p>8. Structure of Assistance</p>	<p>The Program is envisioned to fund a new loan to the homeowner without providing any principal reduction or principal forgiveness.</p> <p>Funding from the Program will be structured in one of two ways:</p> <ul style="list-style-type: none"> • a new 15-year loan at 4% • a new 30-year loan at 5%

	It is the expectation that OHCS will sell or refinance these loans at some point before December 31, 2020. OHCS will work with Treasury to determine the appropriate disposition for these loans before that date. The Program shall recycle recovered funds in order to provide additional program assistance or cover costs associated with the management of the portfolio in accordance with the Agreement.
9. Per Household Assistance	The initial average household assistance amount is estimated to be \$200,000. Following repayment, refinance, or sale of the portfolio including interest received on the portfolio, estimated household assistance amount could be as low as \$5,000 to \$15,000.
10. Duration of Assistance	Assistance will be provided in a one-time transaction to close the new affordable loan.
11. Estimated Number of Participating Households	It is estimated that 50 homeowners will receive assistance. If the portfolio could be revolved at a favorable price before December 31, 2020, program funds could be revolved to help additional homeowners.
12. Program Inception/ Duration	The Program began in June 2013 and is expected to last until December 31, 2019.
13. Program Interactions with Other Programs (e.g. other HFA programs)	None.
14. Program Interactions with HAMP	None.
15. Program Leverage with Other Financial Resources	None.

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.