EIGHTH AMENDMENT TO COMMITMENT TO PURCHASE FINANCIAL INSTRUMENT and HFA PARTICIPATION AGREEMENT

This Eighth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "<u>Eighth Amendment</u>") is entered into as of the date set forth on <u>Schedule A</u> attached hereto as the Eighth 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"), 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 together with the Original HPA as amended thereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment, the "Current HPA"), dated as of the dates 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 ("<u>EESA</u>");

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 Eighth Amendment to document all approved modifications to the Service Schedules and Permitted Expenses, as applicable;

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

Agreement

1. <u>Amendments</u>

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 Eighth Amendment; and all references in the Current HPA to Schedules A, B or C shall mean the Schedules A, B or C attached to this Eighth Amendment. All references herein to the "<u>HPA</u>" shall mean the Current HPA, as further amended by this Eighth Amendment.

B. <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 Eighth Amendment.

C. <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 Eighth Amendment.

D. <u>Schedule C</u>. Schedule C attached to the Current HPA is hereby deleted in its entirety and replaced with <u>Schedule C</u> attached to this Eighth Amendment.

2. <u>Representations, Warranties and Covenants</u>

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 Eighth Amendment and any other closing documentation delivered to Treasury in connection with this Eighth 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 Eighth Amendment and any other closing documentation delivered to Treasury in

connection with this Eighth Amendment, and to perform its obligations hereunder and thereunder.

3. <u>Miscellaneous</u>

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

HFA:

TREASURY:

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY UNITED STATES DEPARTMENT OF THE TREASURY

By: <u>/s/ Anthony L. Marchetta</u> Name: Anthony L. Marchetta Title: Executive Director By:

Name: Mark McArdle Title: Chief Homeownership Preservation Officer

ELIGIBLE ENTITY:

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

By: <u>/s/ Anthony L. Marchetta</u> Name: Anthony L. Marchetta Title: Executive Director

EXHIBITS AND SCHEDULES

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

SCHEDULE A

BASIC INFORMATION

Eligible Entity Information: Name of the Eligible Entity:	New Jersey Housing and Mortgage Finance Agency ¹		
Corporate or other organizational form:	body, politic and corporate of the State of New Jersey established and existing under the New Jersey Statutes Annotated (N.J.S.A.) § 55:14K et. seq.		
Jurisdiction of organization:	New Jersey		
Notice Information:			
HFA Information: Name of HFA:	New Jersey Housing and Mortgage Finance Agency		
Organizational form:	body, politic and corporate of the State of New Jersey established and existing under the New Jersey Statutes Annotated (N.J.S.A.) § 55:14 et. seq.		
Date of Application:	September 1, 2010		
Date of Action Plan: September 1, 2010			
Notice Information: Same as Notice Information Entity			
Program Participation Cap:	\$300,548,144.00		

¹ References in the Agreement to the term "HFA" shall mean the New Jersey Housing and Mortgage Finance Agency ("<u>NJHMFA</u>") in its capacity as an HFA as such term is used in the Agreement; references in the Agreement to the term "Eligible Entity" shall mean NJHMFA, in its capacity as Eligible Entity as such term is used in the Agreement.

Portion of Program Participation Cap <u>Representing Original HHF Funds</u> :	N/A
Portion of Program Participation Cap Representing Unemployment HHF Funds:	\$112,200,637.00
Permitted Expenses:	\$38,615,000.00
Closing Date:	September 23, 2010
First Amendment Date:	September 29, 2010
Second Amendment Date:	December 16, 2010
Third Amendment Date:	August 31, 2011
Fourth Amendment Date:	January 25, 2012
Fifth Amendment Date:	August 24, 2012
Sixth Amendment Date:	October 30, 2013
Seventh Amendment Date:	April 11, 2014
Eighth Amendment Date:	May 21, 2015
Eligible Entity Depository Account Information:	See account informatio Depository Account C between Treasury and

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.

SERVICE SCHEDULE B-1

NEW JERSEY HOMEKEEPER PROGRAM (NJHK)

Summary Guidelines

1. Program Overview	The New Jersey Housing and Mortgage Finance Agency	
1. Program Overview	The New Jersey Housing and Mortgage Finance Agency ("NJHMFA" or the "Agency") has created the New Jersey	
	HomeKeeper Program (NJHK).	
	fiomercoper frogram (forme).	
	This program will provide 0% interest rate, deferred-payment	
	mortgage loans to unemployed and substantially underemployed	
	homeowners who, through no fault of their own, are financially	
	unable to make their mortgage payments and are in danger of losing their homes to foreclosure. While the homeowner seeks	
	work or job training for a new career, NJHK loan proceeds may	
	be used to cover mortgage arrearages and/or an approved	
	amount of homeowner monthly mortgage payments including	
	principal and interest, property taxes, property insurance,	
	mortgage insurance and, if applicable, homeowner association dues.	
	dues.	
	The housing counseling agency shall recommend - and the	
	NJHK staff shall review for approval – a plan of action for each	
	homeowner that addresses the proposed use of NJHK mortgage loan proceeds for these key purposes:	
	four proceeds for these key purposes.	
	One-time payment to settle mortgage arrearages	
	accumulated during a period of unemployment [Note:	
	Assistance may only cover arrearages accumulated	
	during a period of unemployment or substantial underemployment.] for homeowners who experienced	
	lost employment income and have since found new work	
	but need help to bring their mortgage current; and/or	
	Payment of arrearages as needed and an approved amount of mortgage payment assistance while the	
	amount of mortgage payment assistance while the homeowner actively seeks work or participates in an	
	approved job training program. The homeowner will be	
	expected to report on and document employment status	
	on a regular basis in accordance with program	
	requirements.	
	The maximum NJHK mortgage loan amount shall be \$48,000.	
	All loan proceeds shall be held in escrow by the NJHK and may	
	be used to pay existing mortgage arrearages and/or an approved	

2. Program Goals	amount of the homeowner's existing mortgage payments each month. Existing mortgage payments include principal and interest, property taxes, homeowner insurance, mortgage insurance and homeowner association dues (if any). The goal of the NJHK Program is to promote neighborhood stability in New Jersey communities by providing assistance with mortgage arrears and mortgage payments to eligible homeowners who, through no fault of their own, are in danger of foreclosure due to a temporary loss of employment or unexpected substantial underemployment <u>and</u> are in the process of seeking work or job training that will enable them to resume making their mortgage payments in full.	
3. Target Population / Areas	The program will be offered statewide.	
4. Program Allocation (Excluding Administrative Expenses)	\$244,644,374	
5. Borrower Eligibility Criteria	 Eligible homeowners are not subject to maximum household income limits. Homeowners must be in danger of foreclosure due to a temporary loss of employment-related household income that occurred through no fault of their own. In addition to meeting other program underwriting criteria, eligible homeowners: May be current on mortgage payments but are expected to become delinquent within a 90-day period due to loss of employment income OR may be 30 days or more delinquent on mortgage payments due to loss of employment income; Must provide a financial Hardship Affidavit attesting to their inability to make mortgage payments. Loss of employment must be documented in accordance with program underwriting requirements, including evidence from the state unemployment office or, if unavailable, a notarized letter from the former employer indicating the unemployment or underemployment was not the fault of the borrower; Must show evidence of having made payments on their first mortgage loans, as specified in the program 	

	guidelines;	
	guidennes,	
	Must exhaust other available financial resources/assets (excluding recognized retirement and education savings plans) before qualifying for assistance, except that they may keep liquid assets amounting to a maximum of nine months of mortgage payments;	
	 Must be paying, as a result of employment income loss, more than 25% of gross household income each month to cover all existing mortgage payments (including principal and interest, property taxes, homeowners insurance, mortgage insurance and, if applicable, homeowner association fees); 	
	Must have no more than a combined total of \$429,619 for a one-unit dwelling or \$550,005 for a two-family dwelling in outstanding principal balance due on all existing mortgage loan(s) on the home at the time of application; and	
	Must participate and cooperate in sessions with an NJHK-approved housing counseling agency, which will help provide advice on all available programs and solutions for the homeowner, including the NJHK.	
	NJHK assistance shall be provided on a first come, first served basis.	
6. Property / Loan Eligibility Criteria	The eligible homeowner must own and occupy a home located in New Jersey.	
	The home must contain one or two dwelling units, be an attached or detached house a condominium unit or a manufactured home on a foundation permanently affixed to real property owned by the homeowner.	
7. Program Exclusions	Homeowners owning other residential real estate at the time of application are ineligible.	
8. Structure of Assistance	Program assistance will be provided to the homeowner in the form of a 0% interest rate, non-amortizing (no monthly payments), forgivable, subordinate 10-year loan. The loan will be non-recourse, secured by a mortgage that will be recorded and take a junior lien position on the home. After the fifth year of the closing date of the Program loan, the Program loan	

	amount shall be forgiven at a rate of 200/ ner year to be	
	amount shall be forgiven at a rate of 20% per year, to be forgiven in full at the end of the tenth year.	
	All or a portion of the unforgiven loan funds will be due and payable from net equity proceeds upon sale or transfer or refinance of the property (except for refinances for a lower rate and/or shorter term) or if the borrower ceases to occupy the property as their primary residence prior to the end of the tenth year. If the property is sold and does not generate sufficient proceeds to repay all or a portion of the loan, the portion of the loan remaining unpaid after the proceeds are applied will be forgiven.	
	Any funds repaid to NJHMFA by recipients in accordance with established Program guidelines will be recaptured and shall be used to assist additional homeowners up to December 31, 2017. After this date, all remaining and repaid funds will be returned to the U.S. Treasury.	
9. Per Household Assistance	The historical average NJHK mortgage loan amount per household is expected to be \$38,000.	
10. Duration of Assistance	Each borrower may receive up to 24 months of assistance. Any reinstatement/arrearage assistance will be a one time payment.	
11. Estimated Number of Participating Households	The estimated number of participating households is approximately 6,500 based on the historical average assistance loan amounts.	
12. Program Inception / Duration	It is anticipated that the program will start with a 3 month pilot program to begin within 90 days of U.S. Treasury's funding. At the end of the 3-month period, NJHMFA along with key stakeholders will review the NJHK Program and make the necessary changes, as are approved by Treasury, in order to better serve New Jersey's unemployed and substantially underemployed homeowners. Mortgage loan originations with this funding will take place over a three-year period until funds are exhausted. Subsequent originations may be made up to December 31, 2017 using any homeowner loan repayment funds.	
13. Program Interactions with Other HFA Programs	Homeowners shall be provided all available options for assistance during their sessions with participating housing counseling agencies.	
	Eligible homeowners may benefit from other NJHMFA Hardest Hit Fund programs provided the total benefit from all Hardest	

	Hit Fund programs does not exceed \$98,000.
14. Program Interactions with HAMP	Homeowners shall be provided all available options for assistance during their sessions with participating housing counseling agencies. This includes assistance available under HAMP. Determination of homeowner eligibility for HAMP or UP will be made and utilized before any determination of homeowner eligibility for HomeKeeper. NJHMFA's intake application for HomeKeeper will include information that will help participating counselors to make these preliminary determinations.
15. Program Leverage with Other Financial Resources	None

SERVICE SCHEDULE B-2

NEW JERSEY HOME SAVER PROGRAM

Summary Guidelines

1. Program Overview	The New Jersey Housing and Mortgage Finance Agency ("NJHMFA" or the "Agency") has created the New Jersey Home Saver Program ("HSP" or the "Program"). This program will leverage HSP funds to facilitate a refinance, recast, or permanent modification of the first mortgage loan through a principal reduction and/or reinstatement payment to bring the household monthly payment to an affordable level.
2. Program Goals	The goal of the Program is to achieve long-term mortgage sustainability by leveraging HHF funds to facilitate a first mortgage loan modification, recast, and/or refinance, thus reducing the likelihood of mortgage delinquency and/or default.
3. Target Population or Areas	The Program aims to serve homeowners throughout New Jersey.
4. Program Allocation (Excluding Administrative Expenses)	\$17,288,770
5. Borrower Eligibility Criteria	 Eligible homeowners must be at risk of foreclosure due to recent unemployment, loss of/reduction in income through no fault of their own, or other demonstrated financial hardships as defined in the Program guidelines. A pre-assistance LTV ratio of 115% or greater is considered a financial hardship indicative of imminent default. Homeowners will be required to provide a financial hardship affidavit with appropriate documentation on the cause of the hardship. Homeowner has a pre-assistance housing debt-to-income ("HDTI") ratio greater than 38% of the gross household income and/or a pre-assistance loan-to-value ("LTV") ratio greater than
	 and/of a pre-assistance roan-to-value ("LTV") failo greater than 115%. Homeowners with pre-assistance LTV ratios greater than 115% must have a pre-assistance HDTI of 28% or more. Homeowner has a post-assistance HDTI ratio no greater than 38% of the gross household income. On a case-by-case basis, NJHMFA reserves the right to review and approve homeowners whose investor program guidelines that utilize post-assistance HDTI ratios greater than 38%. In no case will a homeowner's post-assistance HDTI be reduced below 28%.

	Homeowner must own and occupy a one- to three-family residential property that is the homeowner's primary residence.
	Homeowner agrees to provide all necessary documentation to satisfy the Program guidelines within the timeframes established by the Agency.
6. Property / Loan Eligibility Criteria	Eligible property is the homeowner's primary residence located in New Jersey, and it must be a one- to three-family residential property. It must be attached or be a condominium unit. Manufactured homes are eligible if on a foundation permanently affixed to real property owned by the homeowner and secured by a real property first mortgage loan.
	At the time of application, the unpaid principal balance on existing mortgages on the home must not exceed \$429,619 for a one-unit dwelling or \$550,005 for a two-unit or three-unit dwelling.
	Homeowners must carry a first mortgage and if the homeowner's first mortgage is an interest-only or negative amortization mortgage, the homeowner can qualify for assistance under the Program only if the refinance, recast and/or permanent modification places them in a fully amortizing mortgage loan product.
	If the qualifying first lien mortgage is delinquent, the loan servicer must utilize the Program monies to bring the first lien mortgage loan current before applying Program monies to the homeowner's principal balance.
	The loan servicer will reduce the qualifying principal balance in conjunction with a loan refinance, recast or modification in the amount needed (up to the maximum per household assistance) to help the homeowner establish an appropriate level of affordability and/or mortgage debt. Such loan refinances, recasts or modifications must meet the Program guidelines.
	Loans in foreclosure may be eligible.
7. Program Exclusions	The homeowner cannot be involved in an active or open bankruptcy.
	The homeowner cannot own any other residential real property.
	Homeowner fails to satisfy lender underwriting guidelines.

	 Homeowner has a post-assistance LTV ratio that is greater than 140% or less than 100%. The post-assistance LTV may only be less than 100% if it is necessary to get the homeowner to an affordable monthly payment. Under no circumstance can the post-assistance LTV be less than 80%. Homeowner has liquid assets (excluding retirement assets) equal to or greater than the amount of Program assistance.
8. Structure of Assistance	Program assistance will be provided to the homeowner in the form of a 0% interest rate, non-amortizing (no monthly payments), forgivable, subordinate 10-year loan. The loan will be non-recourse, secured by a mortgage that will be recorded and take a junior lien position on the home. After the fifth year of the closing date of the Program loan, the Program loan amount shall be forgiven at a rate of 20% per year, to be forgiven in full at the end of the tenth year.
	All or a portion of the unforgiven loan funds will be due and payable from net equity proceeds upon sale or transfer or refinance of the property (except for refinances for a lower rate and/or shorter term) or if the borrower ceases to occupy the property as their primary residence prior to the end of the tenth year. If the property is sold and does not generate sufficient proceeds to repay all or a portion of the loan, the portion of the loan remaining unpaid after the proceeds are applied will be forgiven.
	Any funds repaid to NJHMFA by recipients in accordance with established Program guidelines will be recaptured and shall be used to assist additional homeowners up to December 31, 2017. After this date, all remaining and repaid funds will be returned to the U.S. Treasury.
9. Per Household Assistance	The maximum assistance is \$50,000 per household.
10. Duration of Assistance	Assistance under HSP is intended to be a one-time payment to the servicer.
11. Estimated Number of Participating Households	345 households based on a maximum loan amount of \$50,000.
12. Program Inception/ Duration	The launch of the Program is expected to begin on or about June 1, 2015; the program will last until December 31, 2017 or until all funds are exhausted.

13. Program Interactions With Other Programs	Eligible homeowners may benefit from other Agency Hardest Hit Fund programs provided the total benefit from all Hardest Hit Fund programs does not exceed \$98,000.
14. Program Interactions With HAMP	The Program may work in conjunction with the federal Home Affordable Modification Program ("HAMP") modification and other federal Making Home Affordable programs and servicer foreclosure prevention initiatives to help eligible homeowners achieve desired income ratios and affordability. In any of these programs, Program assistance may not be used to cover the applicable costs of investor or servicer incentive compensation.
15. Program Leverage With Other Financial Resources	The Program will require that the loan servicer waive all accrued and unpaid late charges and non-sufficient funds fees at the time the modification agreement is completed. The Program will require the loan servicer to waive any associated recast or modification fee.

SCHEDULE C

PERMITTED EXPENSES

	New Jersey
	New Cersey
One-time / Start-Up Expenses:	
Initial Personnel	\$500,000.00
Building, Equipment, Technology	\$655,000.00
Professional Services	\$100,000.00
Supplies / Miscellaneous	\$0.00
Marketing /Communications	\$100,000.00
Travel	\$0.00
Website development /Translation	\$350,000.00
Contingency	\$1,000,000.00
Subtotal	\$2,705,000.00
Operating / Administrative Expenses:	
Salaries	\$12,500,000
Professional Services (Legal, Compliance, Audit, Monitoring)	\$2,000,000.00
Travel	\$60,000.00
Buildings, Leases & Equipment	\$1,500,000.00
Information Technology & Communications	\$3,000,000.00
Office Supplies/Postage and Delivery/Subscriptions	\$250,000.00
Risk Management/ Insurance	\$450,000.00
Training	\$400,000.00
Marketing/PR	\$500,000.00
Miscellaneous	\$1,500,000.00
Subtotal	\$22,160,000
Transaction Related Expenses:	
Recording Fees	\$2,000,000.00
Wire Transfer Fees	\$350,000.00
Counseling Expenses	
File Intake	\$4,000,000.00
Decision Costs	\$0.00
Successful File	\$6,200,000.00

Key Business Partners On-Going	\$1,200,000.00
Subtotal	\$13,750,000
Grand Total	\$38,615,000
% of Total Award	12.85%
Award Amount	\$300,548,144.00