

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

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

Recitals

WHEREAS, Treasury, HFA and Eligible Entity entered into that certain Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Original HPA”) dated as of the Closing Date, as previously amended by that certain First Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “First Amendment”), as further amended by that certain Second Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Second Amendment”), as further amended by that certain Third Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Third Amendment”), as further amended by that certain Fourth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Fourth Amendment”), as further amended by that certain Fifth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Fifth Amendment”), and as further amended by that certain Sixth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Sixth Amendment”; and together with the Original HPA as amended thereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment, the “Current HPA”), dated as of their respective dates as set forth on Schedule A attached hereto, in connection with Treasury’s federal housing program entitled the Housing Finance Agency Innovation Fund for the Hardest Hit Housing Markets (the “HHF Program”), which was established pursuant to the Emergency Economic Stabilization Act of 2008 (P.L. 110-343), as amended, as the same may be amended from time to time (“EESA”);

WHEREAS, HFA and Eligible Entity submitted a request to Treasury to make certain revisions to their 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 Seventh Amendment to document all approved modifications to the Service Schedules and Permitted Expenses, as applicable;

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

Agreement

1. Amendments

A. Definitions. All references in the Current HPA to the “Agreement” shall mean the Current HPA, as further amended by this Seventh 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 Seventh Amendment. All references herein to the “HPA” shall mean the Current HPA, as further amended by this Seventh Amendment.

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

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

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

2. Representations, Warranties and Covenants

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

(1) HFA and Eligible Entity each hereby certifies, represents and warrants as of the date hereof that each of the representations and warranties of HFA or Eligible Entity, as applicable, contained in the HPA are true, correct, accurate and complete in all material respects as of the date hereof. All covenants of HFA or Eligible Entity, as applicable, contained in the HPA shall remain in full force and effect and neither HFA, nor Eligible Entity is in breach of any such covenant.

(2) Eligible Entity has the full corporate power and authority to enter into, execute, and deliver this Seventh Amendment and any other closing documentation delivered to Treasury in connection with this Seventh 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 Seventh Amendment and any other closing documentation delivered to Treasury in

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

3. Miscellaneous

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

HFA:

OHIO HOUSING FINANCE AGENCY

By: 
Name: Douglas A. Garver
Title: Executive Director

TREASURY:

UNITED STATES DEPARTMENT OF THE
TREASURY

By: _____
Name: Timothy G. Massad
Title: Assistant Secretary for
Financial Stability

ELIGIBLE ENTITY:

OHIO HOMEOWNER ASSISTANCE LLC

By: Ohio Capital Corporation for Housing, Its
Sole Member

By: _____
Name:
Title:

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

HFA:

OHIO HOUSING FINANCE AGENCY

By: /s/ Douglas A. Garver
Name: Douglas A. Garver
Title: Executive Director

TREASURY:

UNITED STATES DEPARTMENT OF THE
TREASURY

By: _____
Name: Timothy G. Massad
Title: 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

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

HFA:

OHIO HOUSING FINANCE AGENCY

By: _____

Name:

Title:

TREASURY:

UNITED STATES DEPARTMENT OF THE
TREASURY

By:  _____

Name: Timothy G. Massad

Title: Assistant Secretary for
Financial Stability

ELIGIBLE ENTITY:

OHIO HOMEOWNER ASSISTANCE LLC

By: Ohio Capital Corporation for Housing, Its
Sole Member

By: _____

Name:

Title:

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:	Ohio Homeowner Assistance LLC
Corporate or other organizational form:	Ohio limited liability company
Jurisdiction of organization:	Ohio
Notice Information:	Ohio Homeowner Assistance LLC Attn: Harold D. Keller, President 88 East Broad Street, Suite 1800 Columbus, Ohio 43215 Phone: (614) 224-8446 Fax: (614) 224-8452 E-mail: HKeller@occh.org

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:	Ohio Housing Finance Agency Attn: Douglas A. Garver, Executive Director 57 East Main Street Columbus, Ohio 43215 Phone: (614) 466-8050 Fax: (614) 995-0487 E-mail: DGarver@ohiohome.org

<u>Program Participation Cap:</u>	\$570,395,099.00
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<u>Portion of Program Participation Cap Representing Original HHF Funds:</u>	\$172,000,000.00
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<u>Portion of Program Participation Cap Representing Unemployment HHF Funds:</u>	\$148,728,864.00
<u>Permitted Expenses:</u>	\$70,415,099.00
<u>Closing Date:</u>	August 3, 2010
<u>First Amendment Date:</u>	September 23, 2010
<u>Second Amendment Date:</u>	September 29, 2010
<u>Third Amendment Date:</u>	December 16, 2010
<u>Fourth Amendment Date:</u>	March 31, 2011
<u>Fifth Amendment Date:</u>	December 8, 2011
<u>Sixth Amendment Date:</u>	December 14, 2012
<u>Seventh Amendment Date:</u>	March 22, 2013
<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

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

1. Program Overview	<p>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.</p> <p>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.</p>
2. Program Goals	<p>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.</p>
3. Target Population/ Areas	<p>The RPA program is available to Ohioans who have experienced a qualifying hardship.</p>
4. Program Allocation (Excluding Administrative Expenses)	<p>\$159,414,000.00</p>
5. Borrower Eligibility Criteria	<p>The homeowner must meet the following criteria:</p> <ul style="list-style-type: none">• 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 (PITI) 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	<p>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.</p> <p>The first mortgage debt on the property must be less than the highest FHA maximum loan amount among all Ohio counties.</p>
7. Program Exclusions	<p>The following are excluded from participating in this amendment to the RPA program:</p> <ul style="list-style-type: none">• 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	<p>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.</p> <p>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.</p>
9. Per Household Assistance	<p>Maximum program amount available per household: \$25,000</p> <p>Estimated average assistance provided per household: \$10,000</p>
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 18,022 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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SERVICE SCHEDULE B-2

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

1. Program Overview	<p>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.</p> <p>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.</p> <p>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.</p>
2. Program Goals	<p>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.</p>
3. Target Population/ Areas	<p>The MPA program is available to Ohioans who have experienced a qualifying hardship.</p>
4. Program Allocation (Excluding Administrative Expenses)	<p>\$158,000,000.00</p>
5. Borrower Eligibility Criteria	<p>The homeowner must meet the following criteria:</p> <ul style="list-style-type: none">• 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	<p>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.</p> <p>The first mortgage debt on the property must be less than the highest FHA maximum loan amount among all Ohio counties.</p>
7. Program Exclusions	<p>The following are excluded from participating in this amendment to the MPA program:</p> <ul style="list-style-type: none">• 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	<p>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.</p> <p>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.</p>
9. Per Household Assistance	<p>Maximum program amount available per household: \$22,000 at closing, \$25,000 over term of assistance</p> <p>Estimated average assistance provided per household: \$16,000</p>
10. Duration of Assistance	<p>The maximum duration of MPA is eighteen (18) months.</p> <p>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.</p>
11. Estimated Number of Participating Households	It is expected that the MPA program will assist 10,510 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 Interactions with HAMP	<p>Homeowners participating in a trial HAMP modification are not eligible.</p> <p>MPA may come before or after the Home Affordable Unemployment Program (UP) forbearance.</p>
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	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SERVICE SCHEDULE B-3

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

1. Program Overview	<p>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.</p> <p>Allowable uses of the funds include:</p> <ul style="list-style-type: none">• 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. <p>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.</p> <p>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.</p>
2. Program Goals	<p>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.</p>
3. Target Population/ Areas	<p>The MCA program is available to Ohioans who have experienced a qualifying hardship.</p>
4. Program Allocation (Excluding Administrative Expenses)	<p>\$100,450,000.00</p>
5. Borrower Eligibility Criteria	<p>The homeowner must meet the following criteria:</p> <ul style="list-style-type: none">• 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	<p>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.</p>

	The first mortgage debt on the property must be less than the highest FHA maximum loan amount among all Ohio counties.
7. Program Exclusions	<p>The following are excluded from participating in this amendment to the MCA program:</p> <ul style="list-style-type: none"> • 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	<p>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.</p> <p>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.</p>
9. Per Household Assistance	<p>Maximum program amount available per household: \$35,000.</p> <p>Estimated average assistance provided per household: \$17,500</p>
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 5,746 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	<p>Homeowners participating in a trial HAMP modification are not eligible.</p> <p>This program may be used to help a homeowner obtain a Home Affordable Modification Program (HAMP) modification.</p>
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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SERVICE SCHEDULE B-4

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

1. Program Overview	<p>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).</p> <p>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.</p>
2. Program Goals	<p>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.</p>
3. Target Population/ Areas	<p>The LEA program is available to Ohioans who have experienced a qualifying hardship.</p>
4. Program Allocation (Excluding Administrative Expenses)	<p>\$19,000,000.00</p>
5. Borrower Eligibility Criteria	<p>The homeowner must meet the following criteria:</p> <ul style="list-style-type: none">• 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	<p>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.</p> <p>The first mortgage debt on the property must be less than the highest FHA maximum loan amount among all Ohio counties.</p>
7. Program Exclusions	<p>The following are excluded from participating in this amendment to the LEA program:</p> <ul style="list-style-type: none">• 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	<p>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.</p> <p>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.</p>
9. Per Household Assistance	<p>Maximum program amount available per household: \$25,000</p> <p>Estimated average assistance provided per household: \$20,000</p>
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 955 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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SERVICE SCHEDULE B-5

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

1. Program Overview	<p>The Transition Assistance (TA) program provides up to:</p> <ul style="list-style-type: none">• \$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. <p>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.</p>
2. Program Goals	<p>The goal of TA is to prevent avoidable foreclosure and help stabilize neighborhoods by helping homeowners to achieve an orderly exit from their home.</p>
3. Target Population/ Areas	<p>The TA program is available to Ohioans who have experienced a qualifying hardship.</p>
4. Program Allocation (Excluding Administrative Expenses)	<p>\$616,000.00</p>
5. Borrower Eligibility Criteria	<p>The homeowner must meet the following criteria:</p> <ul style="list-style-type: none">• 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	<p>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.</p>
7. Program Exclusions	<p>The following are excluded from participating in TA:</p> <ul style="list-style-type: none">• 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	<p>Assistance is provided in the form of a one-time payment to the borrower and incentives to the second lien holder(s) consisting of:</p> <ul style="list-style-type: none">• 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: \$6,400
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 100 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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SERVICE SCHEDULE B-6

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

1. Program Overview	<p>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:</p> <p>Allowable uses of the funds include:</p> <ul style="list-style-type: none">• Property-related ancillary expenses (i.e., non-escrowed property taxes or homeowners or condominium association charges); and• With respect to subordinate mortgage liens only:<ul style="list-style-type: none">• 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. <p>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.</p>
2. Program Goals	<p>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.</p>
3. Target Population/ Areas	<p>The HRA program is available to Ohioans who have experienced a qualifying hardship.</p>
4. Program Allocation (Excluding Administrative Expenses)	<p>\$32,500,000.00</p>
5. Borrower Eligibility Criteria	<ul style="list-style-type: none">• The homeowner must meet the following 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, 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. <p>When HRA is used to reinstate delinquent property taxes or homeowners or condominium association charges, the homeowner also must meet the following criterion:</p> <ul style="list-style-type: none">• Monthly mortgage payment (PITI) 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). <p>When HRA is used to eliminate or reinstate a subordinate lien, the homeowner must also meet</p>

	<p>the following criterion:</p> <ul style="list-style-type: none"> • 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	<p>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.</p> <p>The first mortgage debt on the property must be less than the highest FHA maximum loan amount among all Ohio counties.</p>
7. Program Exclusions	<p>The following are excluded from participating in HRA:</p> <ul style="list-style-type: none"> • 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	<p>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.</p> <p>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.</p>
9. Per Household Assistance	<p>Maximum amount available per homeowner: \$25,000</p> <p>Estimated average assistance provided per homeowner: \$16,400</p>
10. Duration of Assistance	<p>HRA is provided in a lump sum payment to the homeowner's lender/servicer, taxing authority, and/or other entity.</p>
11. Estimated Number of Participating Households	<p>It is expected that the HRA program will assist 1,982 households.</p>
12. Program Inception/Duration	<p>This program will become effective on February 1, 2013 and is expected to continue until December 31, 2017 or when available funds are exhausted.</p>
13. Program Interactions with Other Programs (e.g. other HFA programs)	<p>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.</p> <p>HRA may not be combined with TA.</p>
14. Program Interactions with HAMP	<p>Homeowners participating in a trial HAMP modification on the subordinate lien are not eligible.</p>
15. Program Leverage with Other	<p>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</p>

Financial Resources	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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SERVICE SCHEDULE B-7

**Ohio Housing Finance Agency (OHFA)
Homeowner Stabilization Assistance Program
Summary Guidelines**

1. Program Overview	<p>Under the Homeowner Stabilization Assistance (HSA) program, HHF will be provided to eligible borrowers through to 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) sub-pool auction sales. Investment Partners must be eligible to participate as a qualified FHA DASP-NSO bidder in Ohio.</p> <p>HHF will be used to leverage the purchase of loans within the FHA DASP-NSO offering, and will be applied to Program Eligible Outcomes.</p>
2. Program Goals	<p>The Homeowner Stabilization Assistance (HSA) program aims to keep families in 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.</p>
3. Target Population/ Areas	<p>The target population is owner occupants of properties that are included in an NSO loan pool under HUD's DASP.</p>
4. Program Allocation (Excluding Administrative Expenses)	<p>\$30,000,000</p>
5. Borrower Eligibility Criteria	<p>The homeowner must meet the following criteria:</p> <ul style="list-style-type: none">• 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	<p>Properties must be single family owner-occupied residences located in Ohio, including condominium units. Manufactured homes are eligible only if titled as real estate.</p> <p>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.</p>

7. Program Exclusions	<p>The following are excluded from participating in HSA:</p> <ul style="list-style-type: none"> • 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.
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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

	<ul style="list-style-type: none">• 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.
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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 loans 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 900 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 <input checked="" type="checkbox"/> No

SCHEDULE C**PERMITTED EXPENSES**

	Ohio
<i>One-time / Start-Up Expenses:</i>	
Initial Personnel	\$56,873.00
Building, Equipment, Technology	\$413,500.00
Professional Services	\$55,000.00
Supplies / Miscellaneous	\$0.00
Marketing /Communications	\$206,400.00
Travel	\$3,000.00
Website development /Translation	\$0.00
Contingency	\$215,000.00
Subtotal	\$949,773.00
<i>Operating / Administrative Expenses:</i>	
Salaries	\$21,047,738.41
Professional Services (Legal, Compliance, Audit, Monitoring)	\$5,789,515.66
Travel	\$152,000.00
Buildings, Leases & Equipment	\$587,025.38
Information Technology & Communications	\$2,718,155.61
Office Supplies/Postage and Delivery/Subscriptions	\$78,500.00
Risk Management/ Insurance	\$20,000.00
Training	\$100,000.00
Marketing/PR	\$4,659,136.94
Miscellaneous	\$0.00
Subtotal	\$35,152,072.00
<i>Transaction Related Expenses:</i>	
Recording Fees	\$2,853,864.00
Wire Transfer Fees	\$50,000.00
<i>Counseling Expenses</i>	
File Intake	\$0.00
Decision Costs	\$0.00
Successful File	\$20,177,090.00
Key Business Partners On-Going	\$11,232,300.00
Subtotal	\$34,313,254.00
Grand Total	\$70,415,099.00
% of Total Award	12.3%
Award Amount	\$570,395,099.00