

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

This First Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “First Amendment”) is entered into as of the date set forth on Schedule A attached hereto as the 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 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, on August 11, 2010 the Obama Administration announced that Treasury would make \$2 billion of additional assistance available under the HHF Program for foreclosure prevention programs for homeowners struggling to make their mortgage payments due to unemployment (the “Unemployment HHF Funds”) in certain states that had previously received HHF Program funding, as well as certain new states and Washington, D.C.;

WHEREAS, Treasury requested an action plan from state housing finance agencies in states that have previously received HHF Program funds for the use of the Unemployment HHF Funds to develop and implement a program or programs that specifically target homeowners struggling with unemployment;

WHEREAS, HFA and Eligible Entity are part of, or are acting on behalf of, a state that was targeted to receive Unemployment HHF Funds and as such, Treasury, HFA and Eligible Entity wish to enter into this First Amendment to document all modifications and additional provisions necessary to address the Unemployment HHF Funds;

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 Original HPA to the “Agreement” shall mean the Original HPA, as amended by this First Amendment; all references in the Original HPA to the “Capital Draw Request” shall mean the Capital Draw Request in the form attached to this First Amendment as Exhibit C; and all references in the Original HPA to Schedules A, B or C shall mean the Schedules A, B or C attached to this First Amendment. All references herein to the “HPA” shall mean the Original HPA, as amended by this First Amendment.

B. Unemployment Programs. The following additional language shall be added to Section 3.A. of the Original HPA:

“No Capital Draw for funds in excess of the amount indicated on Schedule A attached hereto as Portion of Program Participation Cap Representing Original HHF Funds shall be permissible for (i) Services that do not Qualify as an Unemployment Program, as indicated in the applicable Service Schedule, without the approval of Treasury, or (ii) Permitted Expenses.”

C. Schedule A. Schedule A attached to the Original HPA is hereby deleted in its entirety and replaced with Schedule A attached to this First Amendment.

D. Schedule B. Schedule B attached to the Original HPA is hereby deleted in its entirety and replaced with Schedule B attached to this First Amendment.

E. Schedule C. Schedule C attached to the Original HPA is hereby deleted in its entirety and replaced with Schedule C attached to this First Amendment.

F. Exhibit C. Exhibit C attached to the Original HPA is hereby deleted in its entirety and replaced with Exhibit C attached to this First 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 covenants and agrees that no funds in excess of the amount indicated on Schedule A attached hereto as Portion of Program Participation Cap Representing Original HHF Funds shall be used (i) to fund Services performed by Eligible Entity that do not Qualify as an Unemployment Program, as indicated in the applicable Service Schedule, or (ii) for Permitted Expenses.

(2) 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.

(3) Eligible Entity has the full corporate power and authority to enter into, execute, and deliver this First Amendment and any other closing documentation delivered to Treasury in connection with this First Amendment, and to perform its obligations hereunder and thereunder.

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

3. Miscellaneous

A. The recitals set forth at the beginning of this First 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 First 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 First 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 First 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: Herbert M. Allison, Jr.
Title: Assistant Secretary for
Financial Stability

ELIGIBLE ENTITY:

OHIO HOMEOWNER ASSISTANCE LLC

By: /s/ Harold D. Keller
Name: Harold D. Keller
Title: President

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

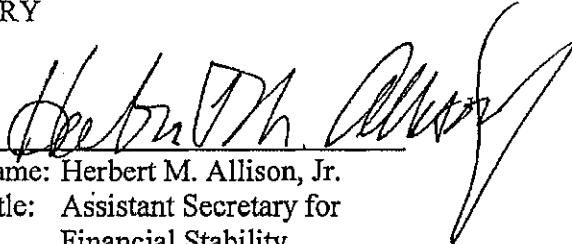
HFA:

OHIO HOUSING FINANCE AGENCY

By: _____
Name:
Title:

TREASURY:

UNITED STATES DEPARTMENT OF THE
TREASURY

By: 
Name: Herbert M. Allison, Jr.
Title: Assistant Secretary for
Financial Stability

ELIGIBLE ENTITY:

OHIO HOMEOWNER ASSISTANCE LLC

By: _____
Name:
Title:

EXHIBITS AND SCHEDULES

Exhibit C	Form of Capital Draw Request
Schedule A	Basic Information
Schedule B	Service Schedules
Schedule C	Permitted Expenses

EXHIBIT C

FORM OF CAPITAL DRAW REQUEST

[insert date]

The Bank of New York Mellon
tarpccpclosing@bnymellon.com
Attn: Matthew Sabino

The United States Department of the Treasury
OFSCchiefCounselNotices@do.treas.gov
HFAInnovation@do.treas.gov
tarp.compliance@do.treas.gov
Attention: HFA Hardest Hit Fund

Ladies/Gentlemen:

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

In accordance with Section 3.A. of the HPA, the undersigned Eligible Entity hereby requests that The Bank of New York Mellon (“BNYM”), on behalf of Treasury, disburse the amounts set forth on the attached Capital Draw Schedule as a Capital Draw against the Purchase Price as described in the HPA to Eligible Entity on [insert date] (the “Funding Date”).

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

- (a) no default or Event of Default has occurred and is continuing as of the date hereof and on the Funding Date [other than _____];
- (b) each of the representations and warranties made by HFA and Eligible Entity in the HPA and Financial Instrument are true and correct on and as of such date, as if made on and as of the date hereof and on the Funding Date [other than _____];

- (c) HFA and Eligible Entity are in compliance with the covenants and other agreements set forth in the HPA and Financial Instrument, which shall remain in full force and effect [other than _____];
- (d) No portion of any prior Capital Draw and/or this Capital Draw in excess of the amount set forth on Schedule A to the HPA as Portion of Program Participation Cap Representing Original HHF Funds, have been or will be used to fund Services that do not Qualify as an Unemployment Program, as indicated in the applicable Service Schedule, or Permitted Expenses.
- (e) all data and information set forth in this Capital Draw Request, including the Capital Draw Schedule, is true and correct in all respects; and
- (f) to our knowledge, there have been no Acts of Bad Faith by any HHF Recipient [other than _____].

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

[INSERT FULL LEGAL NAME OF HFA]

[Name of Authorized Official]
[Title of Authorized Official]

[INSERT FULL LEGAL NAME OF ELIGIBLE ENTITY]

[Name of Authorized Official]
[Title of Authorized Official]

CAPITAL DRAW SCHEDULE

Capital Draw Request for:	
[_____] Program	\$ _____
[_____] Program	\$ _____
[_____] Program	\$ _____
Permitted Administrative Expenses	\$ _____
Total Capital Draw Request	\$ _____
Amount of Capital Draw Request for Non-Unemployment Programs and Permitted Expenses	\$ _____
Amount of Capital Draw Request for Unemployment Programs	\$ _____
Total Capital Draw Request as a Percentage of Program Participation Cap ¹ :	_____ %
Total Purchase Price funded to date, including current Capital Draw:	\$ _____
Total funding to date, including current Capital Draw for Non-Unemployment Programs and Permitted Expenses ²	\$ _____
Total funding to date, including current Capital Draw for Unemployment Programs	\$ _____
Program Participation Cap:	\$ _____
Program Funds Remaining:	\$ _____
Amount of HHF Program funds on hand prior to this Capital Draw:	\$ _____
HHF Program funds on hand prior to this Capital Draw as a Percentage of Program Participation Cap ³ :	_____ %

¹ May not be less than 2.5% nor exceed 20%.

² May not exceed Portion of Program Participation Cap Representing Original HHF Funds.

³ May not exceed 5.0% on the date of submission of the Draw Request.

**Depository Account Information/Wire
Instructions for payment of Capital Draw:**

SCHEDULE A
BASIC 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:	
<u>HFA Information:</u>	
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:	
<u>Program Participation Cap:</u>	\$320,728,864.00
Portion of Program Participation Cap <u>Representing Original HHF Funds:</u>	\$172,000,000.00
Portion of Program Participation Cap <u>Representing Unemployment HHF Funds:</u>	\$148,728,864.00
<u>Permitted Expenses:</u>	\$35,556,864.11

Closing Date:

August 3, 2010

Amendment Date:

September 23, 2010

Eligible Entity Depository Account Information:

See account information set forth in the Depository Account Control Agreement between Treasury and Eligible Entity regarding the HHF Program.

SCHEDULE B

SERVICE SCHEDULES

The Service Schedules attached as Schedule B to the Original 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 Program will provide funds to lenders/ servicers on behalf of homeowners who are delinquent on their mortgage payments due to a delay in receiving unemployment benefits, insufficient income or other unforeseen circumstances, by bringing them current on delinquent mortgage obligations.</p> <p>Allowable uses of the funds will include the following:</p> <ul style="list-style-type: none">• Delinquent mortgage payments;• Late fees, inspection fees, and attorney fees related to a successful/closed loan modification;• Delinquent property taxes or escrow shortage; and• Up to one year of standard homeowner’s insurance if a lender/servicer has previously imposed forced - placed insurance on the property. Forced-placed insurance is high cost insurance which serves only to protect the mortgagee’s interest in the property. <p>Assistance is subject to approval of the homeowner’s HHF Action Plan which is a plan relating solely to TARP-funded modification programs that will be developed by a housing counseling agency and approved by OHFA (the “HHF Action Plan”). Homeowners may receive assistance from one or more HHF Programs. The HHF Action Plan will determine the type(s) and amount of HHF assistance for each homeowner, up to the maximum total benefit amount for which the homeowner qualifies.</p>
2. Program Goals	<p>The goal of this program is to prevent avoidable foreclosure for homeowners who have experienced a temporary hardship by reinstating their past due first mortgage loans.</p>
3. Target Population/ Areas	<p>The Program will be available to eligible low- and moderate-income homeowners throughout Ohio, up to the maximum benefit amount listed on Exhibit 1. The Program also will be available to eligible unemployed low- and moderate- income homeowners throughout Ohio, up to \$15,000.</p>
4. Program Allocation (Excluding Administrative Expenses)	<p>\$59,650,902.89</p>

<p>5. Borrower Eligibility Criteria</p>	<p>Homeowner must meet the following criteria:</p> <ul style="list-style-type: none"> • Income at or below 115% of area median. Current household income is defined at time of submission of the HHF Action Plan as the 30 day average of all wages, compensation and/or public benefits in the homeowner’s household over the prior 60 days; • First mortgage debt less than the FHA maximum loan amount; • Liquid assets equal to or less than three months of mortgage payments, excluding retirement accounts; • Hardship due to involuntary loss or reduction in income, divorce, disability, or illness resulting in a loss of income or significant medical expenses, which shall be documented by a financial hardship affidavit signed by the homeowner, and supporting documents which may include documents from the state unemployment department, a letter from the previous employer, divorce decree, medical bills, or disability forms; and • Demonstrate ability to sustain mortgage payments, if assistance under the Program is received, for six months or more. Unemployment compensation or assistance under the Partial Mortgage Payment Assistance Program will be considered in evaluating sustainability, if assistance is expected to continue for at least six months.
<p>6. Property/Loan Eligibility Criteria</p>	<p>One to four unit owner-occupied primary residences located in Ohio, including condominiums. Manufactured homes are eligible only if the mortgage is recorded as real property and the home is permanently affixed to the land.</p>
<p>7. Program Exclusions</p>	<ul style="list-style-type: none"> • Homeowners who cannot demonstrate the ability to sustain mortgage payments for at least six months are not eligible. Other HHF programs may be used to demonstrate sustainability. Sustainable Monthly Payment is equal to 38% or less of current household income. • Homeowners participating in or eligible for HAMP are excluded.
<p>8. Structure of Assistance</p>	<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. 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. Loan repayments will be recycled back into the program and used to provide assistance to additional homeowners until December 31, 2017.</p>

9. Per Household Assistance	Maximum amount available per homeowner: Unemployed homeowner: \$15,000 Other Hardship: Standard benefit counties: \$12,000 Targeted counties: \$15,000 Estimated average assistance provided per homeowner: \$6,856
10. Duration of Assistance	<ul style="list-style-type: none"> • Assistance will be provided in a one-time lump sum payment to the homeowner's lender/servicer. • The expected duration of the program is three years.
11. Estimated Number of Participating Households	It is expected that 8,700 households will be assisted under the Program.
12. Program Inception/ Duration	The Program will begin 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 may access the Partial Mortgage Payment Assistance Program and/or the Mortgage Modification with Principal Reduction Assistance Program, if approved as part of the homeowner's HHF Action Plan. If homeowners are unable to sustain homeownership after receiving assistance under the Program, they may be approved for the Transitional Assistance Program if they have not exhausted their maximum benefit.
14. Program Interactions with HAMP	Homeowners will be first screened for eligibility for HAMP before being considered for the Program, until the expiration of HAMP. Homeowners participating in or eligible for HAMP are excluded.
15. Program Leverage with Other Financial Resources	The Program will strongly encourage the lenders/servicers to consider waiving late fees or any other expenses that are not paid to a third party. Lenders/servicers will not be required to match Program funds.
16. Qualify as an Unemployment Program	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SERVICE SCHEDULE B-2

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

1. Program Overview	<p>The Partial Mortgage Payment Assistance Program will support unemployed homeowners by assisting with their mortgage payments for up to 15 months while they search for a new job and/or participate in a job training program.</p> <p>Full mortgage payments will be made to the homeowner's lender/servicer as long as the homeowner remains eligible for assistance. To remain eligible for assistance, the homeowner must pay their Affordable Monthly Payment, as calculated and in their approved HHF Action Plan (hereinafter defined), to the Ohio HHF servicer, a special third-party servicer selected by Ohio Housing Finance Agency (the "Ohio HHF Servicer") to receive homeowners' partial payments under the Ohio HHF program. Affordable Monthly Payment is equal to 31% of current household income. The Affordable Monthly Payment must be at least 25% of homeowner's monthly mortgage principal, interest taxes and insurance (PITI) payment, to qualify for this Program.</p> <p>Homeowners will resume their regular payments at the end of the term approved in their HHF Action Plan or two months after resuming employment, whichever occurs first.</p> <p>Assistance is subject to approval of the homeowner's HHF action plan which is a plan relating solely to TARP funded modification programs that will be developed by a housing counseling agency and approved by OHFA (the "HHF Action Plan"). Homeowners may receive assistance from one or more HHF Programs. The HHF Action Plan will determine type(s) and amount of HHF assistance for each homeowner, up to the maximum total benefit amount for which the homeowner qualifies.</p>
2. Program Goals	<p>The goal of the Program is to assist unemployed homeowners to remain in their homes and make on-time, monthly payments on their mortgages during unemployment so that they may avoid delinquency and foreclosure; and to assist homeowners with obtaining a sustainable loan modification after they have regained employment.</p>
3. Target Population/ Areas	<p>The Program will be available to eligible unemployed low- and moderate- income homeowners throughout Ohio, up to \$15,000.</p>
4. Program Allocation (Excluding Administrative Expenses)	<p>\$189,540,000.00</p>

5. Borrower Eligibility Criteria	<p>Homeowner must meet the following criteria:</p> <ul style="list-style-type: none"> • Income at or below 115% of area median. Current household income is defined at time of submission of the HHF Action Plan as the 30 day average of all wages, compensation and/or public benefits in the homeowner’s household over the prior 60 days; • First mortgage debt less than the FHA loan limit. • Liquid assets equal to or less than three months mortgage payments, excluding retirement accounts; • Hardship due to involuntary loss or reduction in income, which shall be documented by a financial hardship affidavit signed by the homeowner, and supporting documents which may include a form from the state unemployment department, or a letter from the previous employer documenting involuntary unemployment; • At least one wage earner in the household must be receiving unemployment compensation or must have exhausted unemployment compensation benefits within the last twelve months; • Homeowner must make the partial mortgage payment on time; and • Homeowner must actively seek reemployment during the assistance period.
6. Property/Loan Eligibility Criteria	<p>One to four unit owner-occupied primary residences located in Ohio, including condominiums. Manufactured homes are eligible only if the mortgage is recorded as real property and the home is permanently affixed to the land.</p>
7. Program Exclusions	<p>Homeowners with a total PITI payment of less than 31% of current income are not eligible. Homeowners whose Affordable Monthly Payment is less than 25% of PITI are not eligible.</p>
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 an open-ended subordinate lien. Twenty percent of the current loan balance will be forgiven each year on the anniversary of the closing, and any remaining balance will be forgiven on December 31, 2017. Loan repayments will be recycled back into the program and used to provide assistance to additional homeowners until December 31, 2017.</p>
9. Per Household Assistance	<p>Maximum amount available per homeowner: \$15,000 Estimated average assistance provided per homeowner: \$11,700</p>

10. Duration of Assistance	<ul style="list-style-type: none"> • Homeowners may receive assistance up to a maximum of 15 months. Should a homeowner become reemployed within the 15 month period, the homeowner may continue receiving assistance for up to an additional 2 months after reemployment. • The expected duration of the program is three years.
11. Estimated Number of Participating Households	It is expected that 16,200 households will be assisted under the Program.
12. Program Inception/ Duration	The Program will begin 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 the Program will work with their lender/servicer to enter into a modified, affordable loan payment when the homeowner is re-employed. Homeowners may access the Rescue Payment Assistance Program and/or the Mortgage Modification with Principal Reduction Assistance Program, if approved as part of the homeowner's HHF Action Plan. If homeowners are unable to sustain homeownership after receiving assistance from the Program, they may be approved for the Transitional Assistance Program if they have not exhausted their maximum benefit.
14. Program Interactions with HAMP	The Program may precede the Home Affordable Unemployment Program (UP) forbearance, or may be used to extend it.
15. Program Leverage with Other Financial Resources	The Program will strongly encourage the lenders/servicers to consider waiving late fees or any other expenses that are not paid to a third party. Lenders/servicers will not be required to match Program funds.
16. Qualify as an Unemployment Program	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SERVICE SCHEDULE B-3

Ohio Housing Finance Agency (OHFA) Mortgage Modification with Principal Reduction Program Summary Guidelines

1. Program Overview	<p>The Mortgage Modification with Principal Reduction Program will provide assistance to homeowners who do not qualify for existing loan modification programs due to severe negative equity. Funds will be used to incentivize lenders/servicers to reduce homeowners' mortgage principal balance to the level necessary to achieve a loan modification with a target of 115% of loan to value or less, and to achieve an Affordable Payment for the homeowner. Affordable Monthly Payment is equal to 31% or less of current household income.</p> <p>Lenders/servicers will provide principal forbearance or forgiveness equal to or greater than the Program payment. If principal forgiveness is permissible by the lender/servicer, it must be offered to the homeowner before any principal forbearance could occur and qualify for the Program. This option should increase the number of loan modifications that are approved and will be available to both HAMP-eligible and non-HAMP eligible borrowers.</p> <p>Assistance is subject to approval of the homeowner's HHF action plan which is a plan relating solely to TARP funded modification programs that will be developed by a housing counseling agency and approved by OHFA (the "HHF Action Plan"). Homeowners may receive assistance from one or more HHF Programs. The HHF Action Plan will determine type(s) and amount of HHF assistance for each homeowner, up to the maximum total benefit amount for which the homeowner qualifies.</p>
2. Program Goals	<p>The goals of the Program are to:</p> <ul style="list-style-type: none">• Help homeowners obtain mortgage loan modifications to achieve an affordable monthly loan payment;• Reduce the probability of re-default after the loan modification by incentivizing lenders/servicers to include principal reduction as part of a modification when that reduction is necessary to achieve an affordable monthly payment; and• Reduce the risk of re-default due to severe negative equity.
3. Target Population/ Areas	<p>The Program will be available to eligible low- and moderate-income homeowners throughout Ohio, up to the maximum benefit amount listed on Exhibit 1.</p>

4. Program Allocation (Excluding Administrative Expenses)	\$22,717,635.00.
5. Borrower Eligibility Criteria	<p>Homeowner must meet the following criteria:</p> <ul style="list-style-type: none"> • Income at or below 115% of area median. Current household income is defined at time of submission of the HHF Action Plan as the 30 day average of all wages, compensation and/or public benefits in the homeowner's household over the prior 60 days; • First mortgage debt less than the FHA maximum loan amount; • Liquid assets equal to or less than three months of mortgage payments; • Hardship due to involuntary loss or reduction in income, divorce, disability, or illness resulting in a loss of income or significant medical expenses, which shall be documented in part by a financial hardship affidavit signed by the homeowner; and • Homeowner must have been turned down for a loan modification due to the failure of the lender/servicer's Net Present Value (NPV) calculation.
6. Property/Loan Eligibility Criteria	<p>One to four unit owner-occupied primary residences located in Ohio, including condominiums. Manufactured homes are eligible only if the mortgage is recorded as real property and the home is permanently affixed to the land.</p> <p>To qualify for modification with principal reduction assistance, must have a loan to value ratio of 115% or more.</p>
7. Program Exclusions	Homeowners currently participating in HAMP are not eligible.
8. Structure of Assistance	Assistance will take the form of a non-recourse, non-amortizing, zero-percent interest, five-year loan secured by the property and repayable only from equity proceeds of a refinance or sale. The loan will be recorded as a subordinate lien. Twenty percent of the loan balance will be forgiven each year on the anniversary of the closing, and any remaining balance will be forgiven on December 31, 2017. Loan repayments will be recycled back into the program and used to provide assistance to additional homeowners until December 31, 2017
9. Per Household Assistance	<p>Maximum amount available per homeowner:</p> <p>Unemployed homeowner: \$15,000</p> <p>Other Hardship:</p> <p>Standard benefit counties: \$12,000</p> <p>Targeted counties: \$15,000</p> <p>Estimated average assistance provided per homeowner: \$9,667</p>

10. Duration of Assistance	<ul style="list-style-type: none"> • Assistance will be provided in a one-time lump sum payment to the homeowner's lender/servicer. • The expected duration of the program is three years.
11. Estimated Number of Participating Households	It is expected that 2,350 homeowners will receive assistance from the Program.
12. Program Inception/ Duration	The Program will begin 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 may access the Rescue Payment Assistance Program and/or the Partial Mortgage Payment Assistance Program, if approved as part of the homeowner's HHF Action Plan. If homeowners are unable to sustain homeownership after receiving assistance under the Program, they may be approved for the Transitional Assistance Program if they have not exhausted their maximum benefit.
14. Program Interactions with HAMP	Homeowners will be first screened for eligibility for HAMP before being considered for the Program until the expiration of HAMP. Homeowners currently participating in HAMP are not eligible.
15. Program Leverage with Other Financial Resources	<p>The following modification options leverage other financial resources:</p> <p>Principal Reduction Matched Assistance (HAMP Eligible)</p> <p>Contributions will be made to the homeowner's principal reduction with the goal of reducing the LTV to at least 115%. For every dollar of principal forbearance or forgiveness offered by the lender/servicer, one dollar of Program funds will be contributed. All late fees and other non-out-of-pocket collections costs must be waived by the lender/servicer and cannot be capitalized.</p> <p>Principal Reduction Matched Assistance (Non HAMP Eligible)</p> <p>Contributions will be made to the homeowner's principal reduction with the goal of reducing the LTV. For every dollar of principal forgiveness granted by the lender/servicer, one dollar of Program funds will be contributed. All late fees and other non-out-of-pocket collections costs must be waived by the lender/servicer and cannot be capitalized.</p>
16. Qualify as an Unemployment Program	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SERVICE SCHEDULE B-4

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

1. Program Overview	<p>The Transition Assistance Program will assist homeowners whose current mortgage payment exceeds the Affordable Monthly Payment, and/or who must relocate to gain meaningful employment. Affordable Monthly Payment is equal to 31% or less of current household income.</p> <p>The Program allows an incentive to the lender/servicer to agree to a short sale or deed-in-lieu option. The Program also allows a stipend to borrowers to relocate while leaving the property in saleable condition.</p> <p>The Program requires lenders/servicers that participate in the Program to waive any rights to deficiency judgments.</p> <p>Assistance is subject to approval of the homeowner's HHF action plan which is a plan relating solely to TARP funded modification programs that will be developed by a housing counseling agency and approved by OHFA (the "HHF Action Plan"). Homeowners may receive assistance from one or more HHF Programs. The HHF Action Plan will determine type(s) and amount of HHF assistance for each homeowner, up to the maximum total benefit amount for which the homeowner qualifies.</p>
2. Program Goals	To allow homeowners to achieve a "graceful exit" from their current situation and avoid foreclosure.
3. Target Population/ Areas	The Program will be available to eligible low- and moderate-income homeowners throughout Ohio, up to the maximum benefit amount listed on Exhibit 1.
4. Program Allocation (Excluding Administrative Expenses)	\$13,263,462.00.
5. Borrower Eligibility Criteria	<p>Homeowner must meet the following criteria:</p> <ul style="list-style-type: none">• Income at or below 115% of area median. Current household income is defined at time of submission of the HHF Action Plan as the 30 day average of all wages, compensation and/or public benefits in the homeowner's household over the prior 60 days;• First mortgage debt less than the FHA maximum loan amount;• Liquid assets equal to or less than three months of mortgage payments;• Hardship due to involuntary loss or reduction in income,

	<p>divorce, disability, or illness resulting in a loss of income or significant medical expenses, which shall be documented in part by a financial hardship affidavit signed by the homeowner; and</p> <ul style="list-style-type: none"> • Homeowners who must relocate for employment should meet 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	One to four unit owner-occupied primary residences located in Ohio, including condominiums. Both HAMP and non-HAMP eligible loans will be considered for the Program. Manufactured homes are eligible only if the mortgage is recorded as real property and the home is permanently affixed to the land.
7. Program Exclusions	If net sales proceeds of the sale of the home are sufficient to pay off the mortgage balance, the borrower is not eligible for assistance.
8. Structure of Assistance	Assistance will not be structured as a loan.
9. Per Household Assistance	<p>Maximum amount available per homeowner:</p> <p>Unemployed homeowner: \$15,000</p> <p>Other Hardship:</p> <p>Standard benefit counties: \$12,000</p> <p>Targeted counties: \$15,000</p> <p>Estimated average assistance provided per homeowner: \$4,000</p>
10. Duration of Assistance	<ul style="list-style-type: none"> • Assistance is in the form of a one-time payment, and could consist of: <ul style="list-style-type: none"> • A \$3,000 payment to the lender/servicer, \$1,500 of which will be passed through to the borrower, and \$1,500 of which will be an inducement to the servicer. • Payments will also be made to secondary lien holders, if any, in the amount of 10% of the second lien balance, up to \$2,500, if a recordable “Satisfaction of Lien” is issued and they agree not to pursue a deficiency judgment for any remaining balance. • Homeowners will receive relocation assistance up to \$1,500, passed through from the lender/servicer, which will be paid as a reduction from net proceeds at a real estate closing on a short sale or as funds from the servicer in a deed-in-lieu situation. Relocation assistance will be conditional on the homeowner leaving the home in “broom swept” condition. The lender/servicer is responsible for inspection.

	<ul style="list-style-type: none"> • No payments may be made to lender/servicer until a short sale or deed-in-lieu agreement is executed. • The expected duration of the program is three years.
11. Estimated Number of Participating Households	It is expected that 3,300 households will be assisted under the Program.
12. Program Inception/ Duration	The Program will begin 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 may have previously received assistance from the Rescue Payment Assistance Program and/or the Mortgage Modification with Principal Reduction Program prior to using the Program. Homeowners may have previously received or may currently receive assistance from the Partial Mortgage Payment Assistance Program. Homeowners may be approved for assistance under the Program only if they have not exhausted their maximum benefit.
14. Program Interactions with HAMP	HFAFA may not be combined with any element of the Program. The homeowner must first apply for HFAFA and either be denied or have no response from the lender/servicer within 30 days to be eligible for the 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

Exhibit 1.

County	Maximum Benefit Amount	County	Maximum Benefit Amount
Adams County	\$15,000	Licking County	\$15,000
Allen County	\$12,000	Logan County	\$12,000
Ashland County	\$12,000	Lorain County	\$15,000
Ashtabula County	\$15,000	Lucas County	\$15,000
Athens County	\$12,000	Madison County	\$15,000
Auglaize County	\$12,000	Mahoning County	\$15,000
Belmont County	\$12,000	Marion County	\$15,000
Brown County	\$15,000	Medina County	\$15,000
Butler County	\$15,000	Meigs County	\$15,000
Carroll County	\$15,000	Mercer County	\$12,000
Champaign County	\$12,000	Miami County	\$12,000
Clark County	\$15,000	Monroe County	\$12,000
Clermont County	\$15,000	Montgomery County	\$15,000
Clinton County	\$15,000	Morgan County	\$15,000
Columbiana County	\$12,000	Morrow County	\$15,000
Coshocton County	\$15,000	Muskingum County	\$12,000
Crawford County	\$15,000	Noble County	\$15,000
Cuyahoga County	\$15,000	Ottawa County	\$15,000
Darke County	\$15,000	Paulding County	\$12,000
Defiance County	\$15,000	Perry County	\$15,000
Delaware County	\$15,000	Pickaway County	\$12,000
Erie County	\$15,000	Pike County	\$15,000
Fairfield County	\$15,000	Portage County	\$15,000
Fayette County	\$15,000	Preble County	\$12,000
Franklin County	\$15,000	Putnam County	\$12,000
Fulton County	\$15,000	Richland County	\$15,000
Gallia County	\$12,000	Ross County	\$12,000
Geauga County	\$12,000	Sandusky County	\$12,000
Greene County	\$15,000	Scioto County	\$12,000
Guernsey County	\$12,000	Seneca County	\$12,000
Hamilton County	\$15,000	Shelby County	\$15,000
Hancock County	\$12,000	Stark County	\$15,000
Hardin County	\$15,000	Summit County	\$15,000
Harrison County	\$12,000	Trumbull County	\$15,000
Henry County	\$15,000	Tuscarawas County	\$12,000
Highland County	\$15,000	Union County	\$12,000
Hocking County	\$12,000	Van Wert County	\$15,000
Holmes County	\$12,000	Vinton County	\$12,000
Huron County	\$15,000	Warren County	\$15,000
Jackson County	\$12,000	Washington County	\$12,000
Jefferson County	\$12,000	Wayne County	\$12,000
Knox County	\$12,000	Williams County	\$15,000
Lake County	\$15,000	Wood County	\$12,000
Lawrence County	\$12,000	Wyandot County	\$15,000

SCHEDULE C

PERMITTED EXPENSES

	Total Ohio
<i>One-time / Start-Up Expenses:</i>	
Initial Personnel	\$56,873.00
Building, Equipment, Technology	\$193,500.00
Professional Services	\$55,000.00
Supplies / Miscellaneous	\$0.00
Marketing /Communications	\$206,400.00
Travel	\$3,000.00
Website development /Translation	\$0.00
Contingency	\$115,000.00
Subtotal	\$629,773.00
<i>Operating / Administrative Expenses:</i>	
Salaries	\$6,360,363.09
Professional Services (Legal, Compliance, Audit, Monitoring)	\$1,824,315.82
Travel	\$102,000.00
Buildings, Leases & Equipment	\$282,706.20
Information Technology & Telecommunications	\$101,280.00
Office Supplies/Postage and Delivery/Subscriptions	\$23,500.00
Risk Management/ Insurance	\$0.00
Training	\$0.00
Marketing/PR	\$2,442,464.00
Miscellaneous	\$0.00
Subtotal	\$11,136,629.11
<i>Transaction Related Expenses:</i>	
Recording Fees	\$1,475,812.00
Wire Transfer Fees	\$7,500.00
<i>Counseling Expenses</i>	
File Intake	\$4,800,000.00
Decision Costs	\$0.00
Successful File	\$13,250,000.00
Business Partners On-Going (Title Fees)	\$4,257,150.00
Subtotal	\$23,790,462.00
Grand Total	\$35,556,864.11
% of Total Award	11.09%
Award Amount	\$320,728,864.00