

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

This Second Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the “Second Amendment”) is entered into as of the date set forth on Schedule A attached hereto as the Second 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”; and together with the Original HPA as amended thereby, the “Current HPA”), dated as of the First Amendment Date, all 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, on September 24, 2010 Treasury indicated that it would make \$3.5 billion of additional assistance available under the HHF Program for foreclosure prevention programs for homeowners struggling to make their mortgage payments in certain states that had previously received HHF Program funding for such purposes;

WHEREAS, Treasury desires to increase the available HHF Program funds available to Eligible Entity and as such, Treasury, HFA and Eligible Entity wish to enter into this Second Amendment to document all modifications and additional provisions necessary to address the additional HHF Program 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 Current HPA to the “Agreement” shall mean the Current HPA, as further amended by this Second Amendment; and all references in the

Current HPA to Schedules A or B shall mean the Schedules A or B attached to this Second Amendment. All references herein to the “HPA” shall mean the Current HPA, as further amended by this Second 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 Second 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 Second 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 Second Amendment and any other closing documentation delivered to Treasury in connection with this Second 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 Second Amendment and any other closing documentation delivered to Treasury in connection with this Second Amendment, and to perform its obligations hereunder and thereunder.

## **3. Administrative Expenses**

Notwithstanding anything to the contrary contained in the Current HPA as amended by this Second Amendment, HFA and Eligible Entity may from time to time submit adjusted budgets to Treasury requesting approval to re-allocate HHF Funds to pay actual program expenses as set forth on a proposed Schedule C. In the event that Treasury shall approve an adjusted budget, in Treasury’s sole discretion, the parties shall enter into an amendment to the HPA to modify Schedules A, B and C as necessary.

**4. Miscellaneous**

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

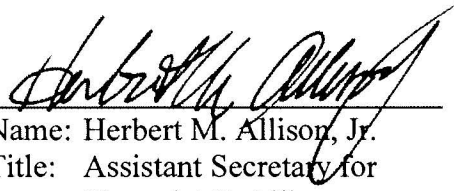
**HFA:**

OREGON HOUSING AND COMMUNITY SERVICES

By: \_\_\_\_\_  
Name:  
Title:

**TREASURY:**

UNITED STATES DEPARTMENT OF THE TREASURY

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

**ELIGIBLE ENTITY:**

OREGON AFFORDABLE HOUSING ASSISTANCE CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

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

**HFA:**

OREGON HOUSING AND COMMUNITY  
SERVICES

By: /s/ Victor Merced  
Name: Victor Merced  
Title: Director

**TREASURY:**

UNITED STATES DEPARTMENT OF THE  
TREASURY

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

**ELIGIBLE ENTITY:**

OREGON AFFORDABLE HOUSING  
ASSISTANCE CORPORATION

By: /s/ Michael Kaplan  
Name: Michael Kaplan  
Title: President

**EXHIBITS AND SCHEDULES**

Schedule A Basic Information  
Schedule B Service Schedules

**SCHEDULE A**

**BASIC INFORMATION**

**Eligible Entity Information:**

Name of the Eligible Entity:	Oregon Affordable Housing Assistance Corporation
Corporate or other organizational form:	Nonprofit corporation
Jurisdiction of organization:	Oregon

Notice Information:

**HFA Information:**

Name of HFA:	Oregon Housing and Community Services
Organizational form:	A department of the State of Oregon under the laws of the State of Oregon
Date of Application:	June 1, 2010
Date of Action Plan:	September 1, 2010

Notice Information:

<b><u>Program Participation Cap:</u></b>	\$220,042,786.00
<b>Portion of Program Participation Cap <u>Representing Original HHF Funds:</u></b>	\$88,000,000.00
<b>Portion of Program Participation Cap <u>Representing Unemployment HHF Funds:</u></b>	\$49,294,215.00

<u>Permitted Expenses:</u>	\$15,585,177.56
<u>Closing Date:</u>	August 3, 2010
<u>First Amendment Date:</u>	September 23, 2010
<u>Second Amendment Date:</u>	September 29, 2010
<u>Eligible Entity Depository Account Information:</u>	See account information set forth in the Depository Account Control Agreement between Treasury and Eligible Entity regarding the HHF Program.



**SCHEDULE B**

**SERVICE SCHEDULES**

The Service Schedules attached as Schedule B to the Current HPA are hereby deleted in their entirety and replaced with the attached Service Schedules (numbered sequentially as Service Schedule B-1, Service Schedule B-2, et. seq.), which collectively comprise Schedule B to the HPA.

## SERVICE SCHEDULE B-1

### **Oregon Housing and Community Services Loan Modification Assistance Program Summary Guidelines**

<b>1. Program Overview</b>	<p>The Loan Modification Assistance Program will provide funds to assist financially distressed borrowers who are in the process of modifying their home loans.</p> <p>Under the Program, a one-time contribution of funds will be made to a homeowner's lender/servicer to be used to fill a financial gap that limits a homeowner's eligibility for a loan modification. Funds may be used to reduce the outstanding principal balance, pay delinquent escrow, arrearages, or strategically apply resources to ensure a Net Present Value test is positive. Modification must result in a loan to value ratio of no more than 125 percent, a total debt-to-income of up to or less than 50 percent, and a mortgage payment of no more than 31 percent including principal, interest, taxes and insurance. The Program is designed to work with both HAMP and non-HAMP modifications.</p>
<b>2. Program Goals</b>	To provide a quick infusion of funds that will allow for a successful loan modification. Without these additional funds, homeowners would be ineligible for modification.
<b>3. Target Population/ Areas</b>	The Program will be available in all counties in Oregon for households with incomes equal to or less than 120 percent of state median income. The substantial majority of funding (80 percent) will be provided to those counties identified as hardest hit (20).
<b>4. Program Allocation (Excluding Administrative Expenses)</b>	\$26,000,000.00
<b>5. Borrower Eligibility Criteria</b>	<ul style="list-style-type: none"><li>• Current household income equal to or less than 120 percent of state median income.</li><li>• Homeowner must have either been denied for, or must be in the process of receiving, a loan modification.</li><li>• Loan must have originated before January 1, 2009.</li><li>• Recipients must show capability to maintain mortgage after modification or loan preservation assistance.</li><li>• Homeowner must provide a financial hardship affidavit.</li><li>• After modification, must have a loan to value ratio of no more than 125 percent.</li></ul>
<b>6. Property/Loan Eligibility Criteria</b>	<ul style="list-style-type: none"><li>• Properties receiving resources must be owner occupied.</li><li>• Must be a single family home located in Oregon.</li></ul>
<b>7. Program Exclusions</b>	<ul style="list-style-type: none"><li>• Owners of second homes or investment properties.</li></ul>

	<ul style="list-style-type: none"> <li>Those with liquid resources sufficient to make four or more months of mortgage payments</li> </ul>
<b>8. Structure of Assistance</b>	Funding from the Program will be structured as a five-year non-recourse, zero-percent forgivable, non-amortizing loan in which a second lien is recorded on the property. Twenty percent of the loan will be forgiven for each year it is outstanding. If property is sold or refinanced prior to the loan termination date, funds will be recovered should sufficient equity be available from the transaction. Recovered funds will be recycled in order to provide additional program assistance until December 31, 2017, at which time any recovered funds will be returned to Treasury.
<b>9. Per Household Assistance</b>	Maximum is \$10,000.
<b>10. Duration of Assistance</b>	One time payment on behalf of borrower to lender/servicer.
<b>11. Estimated Number of Participating Households</b>	An estimated 2,600 homeowners will receive assistance.
<b>12. Program Inception/ Duration</b>	The Program will be operational within 150 days from time of application approval by Treasury. The Program may be ready sooner due to the current pipeline of outstanding modifications that may be eligible for this assistance. Pending speedy resolutions of modifications, the Program should operate for no more than one year.
<b>13. Program Interactions with Other Programs (e.g. other HFA programs)</b>	None.
<b>14. Program Interactions with HAMP</b>	Where the Program interacts with HAMP and otherwise eligible HAMP applicants fail a modification test due to a gap in financial resources of \$10,000 or less, this Program would serve to bridge that gap. These funds will also interact with any other approved Treasury programs that in combination will allow for a successful loan modification under HAMP.
<b>15. Program Leverage with Other Financial Resources</b>	<p>It is not anticipated that funds will be matched; however, to the extent that services/investors are willing and a match will be advantageous to the borrower, the Program will allow for lender/servicer match.</p> <p>The Program will work with non-HAMP modification programs offered through lenders/servicers. In those cases, Program funds will be used when an investment of \$10,000 or less, will facilitate a successful loan modification.</p>
<b>16. Qualify as an Unemployment Program</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## SERVICE SCHEDULE B-2

### **Oregon Housing and Community Services Mortgage Payment Assistance Program Summary Guidelines**

<b>1. Program Overview</b>	<p>The Mortgage Payment Assistance Program will provide up to nine months of mortgage payment assistance with a required 1:1 match from the investor for a total anticipated benefit of up to 18 months of assistance. It is expected that the investor match be provided concurrently with funds from the Program. This temporary assistance will be provided on behalf of unemployed or substantially underemployed.</p> <p>The state's foreclosure counseling network would serve as the administrative entry point for initial eligibility screening. This Program will work as both a stand-alone program or as a feeder into Loan Preservation Assistance or Transitional Assistance Programs.</p>
<b>2. Program Goals</b>	To provide unemployed and substantially underemployed Oregon homeowners the opportunity to stay in their homes while they search for employment.
<b>3. Target Population/ Areas</b>	The Program will be available in all counties of Oregon for households with incomes equal to or less than 120 percent of state median income. The substantial majority of funding (80 percent) will be provided to those counties identified as financially distressed (20).
<b>4. Program Allocation (Excluding Administrative Expenses)</b>	\$144,907,608.44
<b>5. Borrower Eligibility Criteria</b>	<ul style="list-style-type: none"><li>• Unemployed or substantially underemployed.</li><li>• Household income equal to or less than 120 percent of state median income.</li><li>• A reasonable expectation that recipients would be able to qualify for a modification in the future should they become reemployed.</li><li>• Loan must have originated before January 1, 2009.</li><li>• Homeowner must provide a financial hardship affidavit.</li></ul>
<b>6. Property/Loan Eligibility Criteria</b>	<ul style="list-style-type: none"><li>• Properties receiving resources must be owner occupied.</li><li>• Must be a single family home located in Oregon.</li></ul>
<b>7. Program Exclusions</b>	<ul style="list-style-type: none"><li>• Owners of second homes or investment properties.</li><li>• Those with liquid resources sufficient to make four or more months of mortgage payments..</li></ul>
<b>8. Structure of Assistance</b>	The Program is envisioned as a revolving fund. The Program will make a five-year, non-recourse, zero-percent, forgivable, non-

	amortizing loan in which a second lien is recorded on the property. Twenty percent of the loan will be forgiven for each year the loan is outstanding. If the property is sold or refinanced prior to the loan termination date, the Program will recover funds should sufficient equity be available from the transaction. The Program will recycle recovered funds in order to provide additional program assistance until December 31, 2017, at which time any recovered funds will be returned to Treasury.
<b>9. Per Household Assistance</b>	The Program will provide up to \$1,360 per month with a total benefit cap of \$12,250 to borrowers.
<b>10. Duration of Assistance</b>	Nine months (18 months with lender/servicer required 1:1 matching).
<b>11. Estimated Number of Participating Households</b>	It is expected that an estimated 4,000 homeowners will receive assistance under the Program.
<b>12. Program Inception/ Duration</b>	The Program will be operational December 2010. The Program is expected to last 24 months.
<b>13. Program Interactions with Other Programs (e.g. other HFA programs)</b>	The Program should lead recipients directly into Loan Preservation Assistance, Transitional Assistance, or another existing loan modification program.
<b>14. Program Interactions with HAMP</b>	Under certain circumstances, assistance recipients will move directly into HAMP or other modification programs. See 15 regarding interaction with UP.
<b>15. Program Leverage with Other Financial Resources</b>	Lenders/servicers are required to match mortgage payment subsidy funds by at least a 1:1 ratio. It is expected that the investor match be provided concurrently with funds from the Program. Examples of this match/leverage include the Home Affordable Unemployment Program (UP) which allows for a three-month forbearance period. This will be a key tool in obtaining the 18 months of assistance that is necessary for the Program's success. Program assistance may kick in after the borrower exhausts available UP benefits.
<b>16. Qualify as an Unemployment Program</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

## SERVICE SCHEDULE B-3

### **Oregon Housing and Community Services Loan Preservation Assistance Program Summary Guidelines**

<b>1. Program Overview</b>	The Loan Preservation Assistance Program is intended to benefit homeowners who have regained employment or recovered from financial distress to ensure their loans become, or remain, affordable. Funds provided through this Program will be paid to lenders/servicers to be used to ensure successful modification, pay arrearages, delinquent escrow, or other fees incurred during a period of unemployment or financial distress. Eligibility will be determined by Foreclosure Counselors and staff from the Oregon Affordable Housing Assistance Corporation.
<b>2. Program Goals</b>	To provide those who recover from unemployment or financial distress the opportunity to pay any significant penalties they have incurred, qualify for modification, or pay arrearages.
<b>3. Target Population/ Areas</b>	The program will be available in all counties of Oregon for households with incomes equal to or less than 120 percent of state median income. The substantial majority of funding (80 percent) will be provided to those counties identified as hardest hit (20).
<b>4. Program Allocation (Excluding Administrative Expenses)</b>	\$29,550,000.00
<b>5. Borrower Eligibility Criteria</b>	<ul style="list-style-type: none"><li>• Recently re-employed, underemployed, and or significant and verifiable loss of income.</li><li>• Household income equal to or less than 120 percent state median income.</li><li>• After anticipated assistance, recipients cannot have debt to income ratio greater than 50 percent.</li><li>• Recipients must show capability to maintain mortgage after modification or loan preservation assistance.</li><li>• After modification, must have a loan-to-value ratio of not more than 125 percent.</li><li>• Homeowner must provide a financial hardship affidavit.</li></ul>
<b>6. Property/Loan Eligibility Criteria</b>	<ul style="list-style-type: none"><li>• Properties receiving resources must be owner occupied.</li><li>• Must be a single family home located in Oregon.</li></ul>
<b>7. Program Exclusions</b>	<ul style="list-style-type: none"><li>• Owners of second homes or investment properties.</li><li>• Those with liquid resources sufficient to make four or more months of mortgage payments.</li></ul>
<b>8. Structure of Assistance</b>	The Program is envisioned as a revolving fund. The Program will make a five-year, non-recourse, zero-percent forgivable, non-amortizing loan in which a second lien is recorded on the property. Twenty percent of the loan will be forgiven for each

	year the loan is outstanding. If the property is sold or refinanced prior to the loan termination date, the Program will recover funds should sufficient equity be available from the transaction. The Program will recycle recovered funds in order to provide additional program assistance until December 31, 2017, at which time any recovered funds may be returned to Treasury.
<b>9. Per Household Assistance</b>	The Program will provide up to \$20,000 to borrowers.
<b>10. Duration of Assistance</b>	Lenders/servicers will receive a one-time payment on behalf of borrower. This one time payment may come after 12 months of assistance/match from the Program.
<b>11. Estimated Number of Participating Households</b>	An estimated 1.500 homeowners will receive assistance under the Program.
<b>12. Program Inception/ Duration</b>	The Program will be operational within 150 days from time of application approval by Treasury. The Program is expected to last 24 months.
<b>13. Program Interactions with Other Programs (e.g. other HFA programs)</b>	This program will operate in conjunction with the Mortgage Assistance Program. It is anticipated that many of the recipients of these funds will have used mortgage assistance, become stabilized, and can now take advantage of this program. Recipients of these Program funds will enter into companion loan modification programs such as HAMP.
<b>14. Program Interactions with HAMP</b>	This Program would incent recipients to enter loan modification programs such as HAMP and may interact with both new and existing HAMP programs.
<b>15. Program Leverage with Other Financial Resources</b>	Lenders/Servicers are expected to match these Program funds by at least a 1:1 ratio. Examples of this match/leverage include using the Principal Reduction Alternative (PRA) funds in conjunction with the Program to assist eligible recipients who have loan-to-value ratios in excess of 115 percent.
<b>16. Qualify as an Unemployment Program</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## SERVICE SCHEDULE B-4

### **Oregon Housing and Community Services Transition Assistance Program Summary Guidelines**

<b>1. Program Overview</b>	The Transitional Assistance Program will assist homeowners for whom foreclosure would otherwise be inevitable. This Program will serve as an alternative exit point for recipients of the Mortgage Payment Subsidy Program who do not regain employment or recover from financial distress to the extent that they would benefit from loan preservation assistance. This Program will work in conjunction with servicer/lender short sale and deed-in-lieu of foreclosure programs to help homeowners transition to affordable housing expediently.
<b>2. Program Goals</b>	To provide funds to financially distressed homeowners so they may be able to find affordable housing. Additionally, funds will serve as an incentive to maintain the home's condition prior to turning it over to a lender/servicer.
<b>3. Target Population/ Areas</b>	The Program will be available in all counties of Oregon for households with incomes equal to or less than 120 percent of state median income. The substantial majority of funding (80 percent) will be provided to those counties identified as hardest hit (20).
<b>4. Program Allocation (Excluding Administrative Expenses)</b>	\$4,000,000.00
<b>5. Borrower Eligibility Criteria</b>	<ul style="list-style-type: none"><li>• Recently unemployed, underemployed, and or significant and verifiable loss of income.</li><li>• Household income equal to or less than 120 percent of state median income.</li><li>• Homeowner must provide a financial hardship affidavit.</li></ul>
<b>6. Property/Loan Eligibility Criteria</b>	<ul style="list-style-type: none"><li>• Properties receiving resources must be owner occupied.</li><li>• Must be a single family home located in Oregon.</li></ul>
<b>7. Program Exclusions</b>	Owners of second homes or investment properties.
<b>8. Structure of Assistance</b>	This Program will not be structured as a loan.
<b>9. Per Household Assistance</b>	Maximum recipient eligibility is \$3,000.
<b>10. Duration of Assistance</b>	Recipients will receive a single payment.
<b>11. Estimated Number of Participating Households</b>	An estimated 1,300 homeowners will receive assistance under the Program.



<b>12. Program Inception/ Duration</b>	The Program will be operational within 150 days from time of application approval by Treasury. Program expected to last 24 months.
<b>13. Program Interactions with Other Programs (e.g. other HFA programs)</b>	The Program will operate in conjunction with the Mortgage Assistance Program. Mortgage Assistance Program participants who have not found stable employment can take advantage of this Program.
<b>14. Program Interactions with HAMP</b>	It is anticipated the Program will provide additional support to eligible recipients above and beyond the assistance provided through HAFA. The Program would essentially fill gaps for the borrower in areas where HAFA assistance falls short of the resources needed for a successful transition. Payments will be made to lenders/servicers on behalf of eligible homeowners.
<b>15. Program Leverage with Other Financial Resources</b>	Lenders/Servicers are expected to match these Program funds by at least a 1:1 ratio.
<b>16. Qualify as an Unemployment Program</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No