

**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:

NORTH CAROLINA HOUSING FINANCE
AGENCY

By: /s/ A. Robert Kucab
Name: A. Robert Kucab
Title: Executive Director

TREASURY:

UNITED STATES DEPARTMENT OF THE
TREASURY

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

ELIGIBLE ENTITY:

NORTH CAROLINA HOUSING FINANCE
AGENCY

By: /s/ A. Robert Kucab
Name: A. Robert Kucab
Title: Executive Director

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:

NORTH CAROLINA HOUSING FINANCE
AGENCY

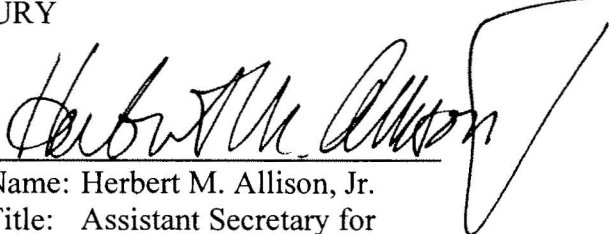
By: _____

Name:

Title:

TREASURY:

UNITED STATES DEPARTMENT OF THE
TREASURY

By:  _____

Name: Herbert M. Allison, Jr.

Title: Assistant Secretary for
Financial Stability

ELIGIBLE ENTITY:

NORTH CAROLINA HOUSING FINANCE
AGENCY

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
tarpcppclosing@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

Eligible Entity Information:

Name of the Eligible Entity:	North Carolina Housing Finance Agency ¹
Corporate or other organizational form:	a body politic and corporate under the laws of the State of North Carolina pursuant to N. C. G. S. Chapter 122A
Jurisdiction of organization:	North Carolina
Notice Information:	

HFA Information:

Name of HFA:	North Carolina Housing Finance Agency ¹
Organizational form:	a body politic and corporate under the laws of the State of North Carolina pursuant to N. C. G. S. Chapter 122A
Date of Application:	June 1, 2010
Date of Action Plan:	September 1, 2010

¹ References in the Agreement to the term “HFA” shall mean the North Carolina Housing Finance Agency (“NCHFA”) in its capacity as HFA as such term is used in the Agreement; and references in the Agreement to the term “Eligible Entity” shall mean NCHFA, in its capacity as Eligible Entity as such term is used in the Agreement.

Notice Information:

<u>Program Participation Cap:</u>	\$279,874,221.00
<u>Portion of Program Participation Cap Representing Original HHF Funds:</u>	\$159,000,000.00
<u>Portion of Program Participation Cap Representing Unemployment HHF Funds:</u>	\$120,874,221.00
<u>Permitted Expenses:</u>	\$35,800,000.00
<u>Closing Date:</u>	August 3, 2010
<u>Amendment Date:</u>	September 23, 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 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

NCHFA Mortgage Payment Program (MPP-1) Summary Guidelines

1. Program Overview	<p>North Carolina has one of the highest unemployment rates in the country with more than 490,000 people out of work as of April 2010. Because unemployed homeowners are not eligible for most loss mitigation programs, NCHFA proposes to use a majority of our HFA Hardest Hit Funds (HHF) to create the Mortgage Payment Program (MPP-1).</p> <p>This program will provide loans to unemployed homeowners and others, who through no fault of their own, are financially unable to make their mortgage payments and are in danger of losing their homes to foreclosure. Loan proceeds will be used to pay mortgage and mortgage-related expenses (i.e. property taxes, homeowner insurance, homeowner dues) until the homeowner secures employment or completes training for a new career.</p>
2. Program Goals	<p>To assist 5,750 homeowners over the next 3 years. The following types of assistance will be provided:</p> <p>Job Search or Short-term Assistance to help homeowners while they look for a new job.</p> <p>Job Training or Long-term Assistance to help homeowners while they complete a job training/education program to help secure a new job.</p> <p>Reinstatement Only or One-time Assistance to help homeowners who have found a new job but need help to bring their mortgage current.</p>
3. Target Population/ Areas	<p>Homeowners who are unemployed, suffered another temporary hardship, and/or reemployed but need help bringing their mortgage current.</p> <p>This Program will be available in all North Carolina counties. NCHFA will provide additional assistance over a longer period of time to eligible homeowners living in targeted or “hardest hit” counties, those with 2009 unemployment rates greater than or equal to 11.3%.</p>
4. Program Allocation (Excluding Administrative Expenses)	\$99,400,000.00

<p>5. Borrower Eligibility Criteria</p>	<p>Unemployed homeowners, and others, who through no fault of their own, are unable to make their mortgage payments and are at risk of a foreclosure. Homeowners will be required to provide a financial hardship affidavit with appropriate documentation on the cause of their hardship. For most homeowners, this will be documentation from the Employment Security Commission (ESC) confirming a job loss and receipt of unemployment benefits. If information from ESC is unavailable a notarized letter from the former employer indicating job loss was not the fault of the borrower will serve as a substitute. Self Employed borrowers will be required to submit prior tax returns to show a loss of income.</p> <p>Employed homeowners who are delinquent because of a prior job loss or other program eligible hardship but who can resume future payments without additional assistance.</p> <p>Satisfactory mortgage payment history prior to the job loss/income loss.</p> <p>Borrowers must meet program underwriting criteria.</p> <p>Eligibility for program assistance will be determined primarily by participating foreclosure prevention partners.</p> <p>Funds will be allocated on a first come/approved, first served basis.</p>
<p>6. Property/Loan Eligibility Criteria</p>	<p>Existing single-family homes or condominiums (attached or detached) including manufactured homes on foundations permanently affixed to real estate owned by the borrower.</p> <p>North Carolina owner-occupied, primary residences only.</p> <p>Combined Loan- to-Value cannot exceed 125%</p> <p>Principal, Interest, Taxes and Insurance >31% of household income after job loss/loss of income.</p>
<p>7. Program Exclusions</p>	<p>Total Unpaid Principal Balances > \$275,000</p> <p>Manufactured homes not considered real property</p> <p>Non-legal U.S. resident</p>

<p>8. Structure of Assistance</p>	<p>10 year, 0% interest, non-recourse, deferred-payment forgivable subordinate loan. A forgiveness clause will reduce the loan amount by 20% a year for every year the borrower stays in the home after five years. At the end of the 10 years the note will be considered satisfied and NCHFA will release the lien securing the note.</p> <p>Loan funds are due and payable if property is sold, refinanced or no longer owner occupied (unless otherwise prohibited under applicable federal law). Loans are repayable only from proceeds to the borrower from a sale or refinance. If the property is sold or refinanced and has not increased in equity to the degree necessary to repay the note, all or a portion of the note will be forgiven.</p> <p>All deferred, subordinate mortgages will be evidenced by a promissory note and secured by a deed of trust on the property. Borrowers will be required to sign and acknowledge via Written Agreement indicating the program guidelines.</p> <p>Any funds returned according to established program guidelines will be recaptured and used to assist additional homeowners through December 31, 2017. After December 31, 2017 the funds will be returned to Treasury.</p>
<p>9. Per Household Assistance</p>	<p>The average loan amount will be \$20,000 per borrower.</p> <p>Targeted Counties (2009 Unemployment Rate > 11.3%): Maximum assistance up to \$36,000 and not to exceed 36 months per household</p> <p>Non-Targeted Counties (2009 Unemployment Rate <11.3%): Maximum assistance up to \$24,000 and not to exceed 24 months per household</p>
<p>10. Duration of Assistance</p>	<p>Targeted Counties (2009 Unemployment Rate \geq 11.3%): Up to 36 months for those in job training/education program Up to 18 months for those in a job search</p> <p>Non-targeted Counties (2009 Unemployment Rate < 11.3%): Up to 24 months for those in job training/education program Up to 12 months for those in a job search</p>
<p>11. Estimated Number of Participating Households</p>	<p>5,750 homeowners over the next 3 years</p> <p>Estimated number served based on average loan amount of \$20,000 per homeowner.</p>

12. Program Inception/ Duration	Program will startup within 45-90 days of Treasury approval and will last up to 3 years.
13. Program Interactions with Other Programs (e.g. other HFA programs)	Borrowers can access more than one of our HHF programs, if needed and appropriate. For example, a borrower can receive MPP-1 assistance while they look for a new job and then receive Second Mortgage Refinance Program or Permanent Loan Modification Program assistance once they secure a new job.
14. Program Interactions with HAMP	<p>The MPP-1 would help borrowers who need more than the 3-6 months of assistance available through the new Home Affordable Unemployment Program (UP), scheduled to be available on July 1, 2010.</p> <p>Borrowers who are eligible for MPP-1 would not be required to participate in UP prior to receiving assistance with MPP-1.</p> <p>In addition, MPP-1 would also help borrowers who don't qualify for assistance under the new UP because they are more than 3 months behind in mortgage payments and/or they are not currently receiving unemployment (i.e. self employed homeowners).</p> <p>Finally, borrowers can receive HAMP assistance prior to or after receiving Hardest-Hit Fund assistance. For example, a borrower may receive UP assistance for 3-6 months and then receive MPP-1 assistance for several more months, if needed.</p> <p>Once MPP-1 assistance has ended, a borrower may be eligible to receive a loan modification from HAMP, if needed, and eligible.</p>
15. Program Leverage with Other Financial Resources	None
16. Qualify as an Unemployment Program	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SERVICE SCHEDULE B-2

NCHFA Mortgage Payment Program (MPP-2) Summary Guidelines

<p>1. Program Overview</p>	<p>The North Carolina Housing Finance Agency (NCHFA) Mortgage Payment Program (MPP-2) will provide loans to unemployed, or substantially underemployed, homeowners who through no fault of their own, are financially unable to make their mortgage payments and are in danger of losing their homes to foreclosure. Loan proceeds will be used to pay all mortgage and mortgage-related expenses (i.e. property taxes, homeowner insurance, mortgage insurance and homeowner association dues), including subordinate mortgage loans, until the homeowner secures employment or completes training for a new career.</p>
<p>2. Program Goals</p>	<p>To assist 5,265 homeowners over the next 4 years. The following types of assistance will be provided:</p> <p>Job Search or Short-term Assistance to help homeowners while they look for a new job.</p> <p>Job Training or Long-term Assistance to help homeowners while they complete a job training/education program to help secure a new job.</p> <p>Reinstatement Only or One-time Assistance to help homeowners who have found a new job but need help to bring their mortgage current due to arrearages accumulated during a period of unemployment.</p>
<p>3. Target Population/Areas</p>	<p>Homeowners who are unemployed, or substantially underemployed, and/or reemployed but need help bringing their mortgage current.</p> <p>This Program will be available in all North Carolina counties. NCHFA will provide additional assistance over a longer period of time to eligible homeowners living in targeted or “hardest hit” counties, those with 2009 unemployment rates greater than or equal to 11.3%.</p>
<p>4. Program Allocation (Excluding Administrative Expenses)</p>	<p>\$120,874,221.00</p>
<p>5. Borrower Eligibility Criteria</p>	<p>Unemployed, or substantially underemployed, homeowners who, through no fault of their own, are unable to make their mortgage payments and are at risk of a foreclosure. Homeowners will be required to provide a financial hardship affidavit with appropriate documentation of unemployment. For most homeowners, this</p>

	<p>will be documentation from the Employment Security Commission (ESC) confirming a job loss and receipt of unemployment benefits. If information from ESC is unavailable a notarized letter from the former employer indicating job loss was not the fault of the borrower will serve as a substitute. Self Employed borrowers will be required to submit prior tax returns to show a loss of income. Employed homeowners who are delinquent due to arrearages accumulated during a period of unemployment but who can resume future payments without additional assistance.</p> <p>All principal, interest, taxes, homeowner insurance, mortgage insurance, homeowner association dues, and the cost of utilities (i.e., electricity, water/sewer, gas, and trash removal) >31% of household income after job loss/loss of income.</p> <p>Borrowers must meet program underwriting criteria. These criteria include: North Carolina homeowner, home must be occupied as primary residence, job loss must have happened after January 1, 2008, and history of timely mortgage payments prior to the job loss/income loss.</p> <p>Eligibility for program assistance will be determined primarily by participating foreclosure prevention partners using NCHFA underwriting criteria.</p> <p>Funds will be allocated on a first come/approved, first served basis.</p>
<p>6. Property/Loan Eligibility Criteria</p>	<p>Existing single-family homes, duplexes or condominiums (attached or detached) including manufactured homes on foundations permanently affixed to real estate owned by the borrower.</p> <p>North Carolina owner-occupied, primary residences only.</p> <p>Combined Loan- to-Value cannot exceed 125%</p>
<p>7. Program Exclusions</p>	<p>Total Unpaid Principal Balances > \$275,000</p> <p>Manufactured homes not considered real property</p> <p>Non-legal U.S. resident</p>
<p>8. Structure of Assistance</p>	<p>10 year, 0% interest, non-recourse, deferred-payment, forgivable, subordinate loan. A forgiveness clause will reduce the loan amount by 20% a year for every year the borrower stays in the</p>

	<p>home after five years. At the end of the 10 years the note will be considered satisfied and NCHFA will release the lien securing the note.</p> <p>Loan funds are due and payable if property is sold, refinanced or no longer owner occupied (unless otherwise prohibited under applicable federal law). Loans are repayable only from proceeds to the borrower from a sale or refinance. If the property is sold or refinanced and has not increased in equity to the degree necessary to fully repay the note, all or the excess portion of the note will be forgiven, as applicable.</p> <p>NCHFA will agree to subordinate the MPP-2 Loan for borrowers who refinance their mortgage(s) to receive more favorable loan terms. If a borrower refinances their loan to consolidate debt or receives cash out, the borrower would be required to repay the MPP-2 Loan according to the loan terms.</p> <p>All deferred, subordinate mortgages will be evidenced by a promissory note and secured by a deed of trust on the property. Borrowers will be required to sign and acknowledge the program guidelines with a written agreement.</p> <p>Any funds returned according to established program guidelines will be recaptured and used to assist additional homeowners through December 31, 2017. After December 31, 2017 all remaining and recaptured funds will be returned to Treasury.</p>
9. Per Household Assistance	<p>The average loan amount is expected to be \$20,000 per borrower.</p> <p>Targeted Counties (2009 Unemployment Rate > 11.3%): Maximum assistance up to \$36,000 and not to exceed 36 months per household</p> <p>Non-Targeted Counties (2009 Unemployment Rate <11.3%): Maximum assistance up to \$24,000 and not to exceed 24 months per household</p>
10. Duration of Assistance	<p>Targeted Counties (2009 Unemployment Rate \geq 11.3%): Up to 36 months for those in job training/education program Up to 18 months for those in a job search</p> <p>Non-targeted Counties (2009 Unemployment Rate < 11.3%): Up to 24 months for those in job training/education program Up to 12 months for those in a job search</p>
11. Estimated Number of	11,015 homeowners.

Participating Households	Estimated number served based on average loan amount of \$20,000 per homeowner.
12. Program Inception/ Duration	Program will startup within 45-90 days of Treasury approval and program funds are expected to last up to 4 years. Recaptured funds may be recycled and used in the program up until December 31, 2017.
13. Program Interaction with Other HFA Programs	Borrowers can access more than one of our HHF programs, if needed and appropriate. For example, a borrower can receive MPP-2 assistance while they look for a new job and then receive Second Mortgage Refinance Program or Permanent Loan Modification Program assistance once they secure a new job.
14. Program Interaction with HAMP	<p>The MPP-2 would help borrowers who need more than the 3-6 months of assistance available through the new Home Affordable Unemployment Program (UP), which began in August, 2010.</p> <p>Borrowers who are eligible for MPP-2 would not be required to participate in UP prior to receiving assistance with MPP-2.</p> <p>In addition, MPP-2 would also help borrowers who don't qualify for assistance under the new UP because they are more than 3 months behind in mortgage payments and/or they are not currently receiving unemployment (i.e. self-employed homeowners).</p> <p>Finally, borrowers can receive HAMP assistance prior to or after receiving Hardest-Hit Fund assistance. For example, a borrower may receive UP assistance for 3-6 months and then receive MPP-2 assistance for several more months, if needed.</p> <p>Once MPP-2 assistance has ended, a borrower may be eligible to receive a loan modification from HAMP, if needed, and eligible.</p>
15. Program Leverage with Other Financial Resources	None
16. Qualify as an Unemployment Program	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SERVICE SCHEDULE B-3

NCHFA Second Mortgage Refinance Program (SMRP) Guidelines Summary

<p>1. Program Overview</p>	<p>Government officials have estimated about 50% of troubled borrowers have a second mortgage. Homeowners are frequently unable to make their second mortgage payment and are in danger of losing their homes to foreclosure. The Second Mortgage Refinance Program (SMRP) will benefit homeowners, who through no fault of their own, are financially unable to make their second mortgage payment because of a prior job loss, reduced income, or other program eligible hardship.</p> <p>This program will provide a more affordable housing expense by refinancing the second mortgage to a 10 year, 0% interest, non-recourse deferred-payment forgivable subordinate loan.</p>
<p>2. Program Goals</p>	<p>To assist 1,000 homeowners facing foreclosure in targeted or “hardest hit” counties, those with 2009 unemployment rates at or above 11.3%.</p> <p>The goal of this program is to extinguish the existing second mortgage and replace it with a 10 year, 0% interest, non-recourse, deferred-payment forgivable subordinate loan. This will reduce the borrower’s monthly mortgage payment and in some instances may expedite movement of a qualified applicant into a HAMP first mortgage modification process.</p>
<p>3. Target Population/ Areas</p>	<p>Our target population will be homeowners facing foreclosure in counties with a 2009 unemployment rates at or above 11.3%.</p>
<p>4. Program Allocation (Excluding Administrative Expenses)</p>	<p>\$15,000,000.00</p>
<p>5. Borrower Eligibility Criteria</p>	<p>Eligible homeowners must be those facing foreclosure due to recent unemployment, loss of income, reduction in income, or other demonstrated financial hardships. Homeowners will be required to provide a financial hardship affidavit with appropriate documentation on the cause of the hardship.</p> <p>Satisfactory 1st and 2nd mortgage payment history prior to job loss, reduced income or other program eligible hardship.</p> <p>Borrowers must meet program underwriting criteria.</p> <p>Funds will be allocated on a first come/approved, first served basis.</p>

<p>6. Property/Loan Eligibility Criteria</p>	<p>Existing single-family homes or condominiums (attached or detached) including manufactured homes on foundations permanently affixed to real estate owned by the borrower.</p> <p>Owner-occupied, primary residences only.</p> <p>Combined Loan to Value cannot exceed 125%.</p> <p>Properties must be located within North Carolina counties having unemployment rates at or above 11.3% in 2009.</p>
<p>7. Program Exclusions</p>	<p>Total Unpaid Principal Balances > \$275,000</p> <p>Manufactured homes not considered real property.</p> <p>If the homeowner is HAMP eligible and the second mortgage is held by a 2MP servicer.</p> <p>Non-legal U.S. resident</p>
<p>8. Structure of Assistance</p>	<p>10 year, 0% interest, non-recourse, deferred-payment forgivable subordinate loan. A forgiveness clause will reduce the loan amount by 20% a year for every year the borrower stays in the home after five years. At the end of the 10 years the note will be considered satisfied and NCHFA will release the lien securing the note.</p> <p>Loan funds are due and payable if property is sold, refinanced or no longer owner occupied (unless otherwise prohibited under applicable federal law). Loans are repayable only from proceeds to the borrower from a sale or refinance. If the property is sold or refinanced and has not increased in equity to the degree necessary to repay the note, all or a portion of the note will be forgiven.</p> <p>All deferred subordinate mortgages will be evidenced by a promissory note and secured by a deed of trust on the property. Borrowers will be required to sign and acknowledge via Written Agreement indicating the program guidelines and terms prior to refinancing the second mortgage and obtaining a subordinate loan under this program.</p> <p>Any funds returned according to established program guidelines will be recaptured and used to assist additional homeowners through December 31, 2017. After December 31, 2017 the funds will be returned to Treasury.</p>
<p>9. Per Household Assistance</p>	<p>Under this program, eligible borrowers may receive up to \$30,000 plus closing costs as a subordinate loan.</p>

	If \$30,000 is insufficient to extinguish the second mortgage, the Agency will only offer these funds if the second lien holder is willing to take the amount supplied to extinguish the debt without a deficiency judgment.
10. Duration of Assistance	Assistance under SMRP is a one-time payment.
11. Estimated Number of Participating Households	1,000 homeowners
12. Program Inception/ Duration	The program will be available approximately in December 2010/January 2011 and will last up to 3 years.
13. Program Interactions with Other Programs (e.g. other HFA programs)	Homeowners who have participated in the Mortgage Payment Program (MPP) may be eligible to participate in SMRP if the borrower has become reemployed and has a need.
14. Program Interactions with HAMP	Extinguishing the second mortgage may expedite movement of qualified applicants into a HAMP first modification process.
15. Program Leverage with Other Financial Resources	<p>If lender holds the first and second mortgage and the combined loan to value (CLTV) is > 110%, the lender will be required to make a minimum 20% match of the second mortgage amount.</p> <p>If lender only holds the second mortgage and the combined loan to value (CLTV) is > 100%, the second mortgage lender will be required to make a minimum 20% match of the second mortgage amount.</p>
16. Qualify as an Unemployment Program	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SERVICE SCHEDULE B-4

NCHFA Permanent Loan Modification Program (PLMP) Guidelines Summary

1. Program Overview	The goal of this program is to provide a quick and streamlined method for modifying 1st mortgage loans for homeowners whose mortgages have become unsustainable as the result of a program eligible hardship. The Permanent Loan Modification Program (PLMP) will provide a principal reduction with the added option of a rate decrease and/or term extension by the lender to achieve a monthly payment that does not exceed 31% of gross monthly household income.
2. Program Goals	To assist 440 homeowners facing foreclosure. The goal of the program is to decrease the number of home owners losing their homes to foreclosure. Secondary goals include stabilization of neighborhoods and protecting home values of surrounding properties. This program will provide immediate mortgage payment relief and stable long term mortgage payments for the life of the loan.
3. Target Population/ Areas	Homeowners suffering a program eligible financial hardship related to reduction of income or changed employment circumstances. This Program will be available in all North Carolina counties.
4. Program Allocation (Excluding Administrative Expenses)	\$8,800,000.00
5. Borrower Eligibility Criteria	Eligible homeowners must be those with program eligible financial hardship due to recent unemployment, loss of income, reduction of income, or other demonstrated financial hardships. Homeowners will be required to provide a financial hardship affidavit with appropriate documentation on the cause of the hardship. Satisfactory mortgage payments prior to job loss, reduction in income or other program eligible hardship. Borrowers must meet program underwriting criteria. Funds will be allocated on a first come/approved, first served basis.

<p>6. Property/Loan Eligibility Criteria</p>	<p>Existing single-family homes or condominiums (attached or detached) including manufactured homes on foundations permanently affixed to real estate owned by the borrower.</p> <p>North Carolina owner-occupied, primary residences only.</p> <p>Combined Loan to Value cannot exceed 125%.</p>
<p>7. Program Exclusions</p>	<p>Total Unpaid Principal Balances > \$275,000</p> <p>Manufactured homes not considered real property</p> <p>Non-legal U.S. resident</p> <p>The term and rate reduction options will not be available to a homeowner that is eligible for HAMP.</p>
<p>8. Structure of Assistance</p>	<p>10 year, 0% interest, non-recourse, deferred-payment forgivable subordinate loan. A forgiveness clause will reduce the loan amount by 20% a year for every year the borrower stays in the home after five years. At the end of the 10 years the note will be considered satisfied and NCHFA will release the lien securing the note.</p> <p>Loan funds are due and payable to NCHFA if home is sold, refinanced or no longer owner occupied (unless otherwise prohibited under applicable federal law). Loans are repayable only from proceeds to the borrower from a sale or refinance. If the property is sold or refinanced and has not increased in equity to the degree necessary to repay the note, all or a portion of the note will be forgiven.</p> <p>All deferred subordinate mortgages will be evidenced by a promissory note and secured by a deed of trust on the property. Borrowers will be required to sign and acknowledge via Written Agreement indicating the program guidelines and terms prior to modifying their loan and obtaining a subordinate loan under this program.</p> <p>Any funds returned according to established program guidelines will be recaptured and used to assist additional homeowners through December 31, 2017. After December 31, 2017 the funds will be returned to Treasury.</p>
<p>9. Per Household Assistance</p>	<p>Under this program, each eligible borrower may receive up to \$30,000 as a subordinate loan.</p>

10. Duration of Assistance	Assistance under PLMP is a one- time payment.
11. Estimated Number of Participating Households	We anticipate approximately 440 homeowners will be helped.
12. Program Inception/ Duration	The program will be available approximately in February 2011 and will last up to 3 years.
13. Program Interactions with Other Programs (e.g. other HFA programs)	Homeowners who have participated in the Mortgage Payment Program (MPP) may be eligible to participate in PLMP if the borrower has become reemployed and has a need.
14. Program Interactions with HAMP	None.
15. Program Leverage with Other Financial Resources	We will not require investors to match the contributions that are made with the Hardest Hit Funds for the Permanent Loan Modification Program. However, it is anticipated that certain original first lien providers may consider (where permitted) a reduction in interest income (interest rate reduction) or an extension of loan terms as a result of the loan modification.
16. Qualify as an Unemployment Program	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SCHEDULE C

PERMITTED EXPENSES

	North Carolina
<i>One-time / Start-Up Expenses:</i>	
Initial Personnel	\$0.00
Building, Equipment, Technology	\$225,400.00
Professional Services	\$100,000.00
Supplies / Miscellaneous	\$0.00
Marketing /Communications	\$130,000.00
Travel	\$0.00
Website development /Translation	\$300,000.00
Contingency	\$0.00
Subtotal	\$755,400.00
<i>Operating / Administrative Expenses:</i>	
Salaries	\$12,301,883.00
Professional Services (Legal, Compliance, Audit, Monitoring)	\$525,000.00
Travel	\$350,500.00
Buildings, Leases & Equipment	\$480,000.00
Information Technology & Communications	\$3,475,020.00
Office Supplies/Postage and Delivery/Subscriptions	\$220,075.00
Risk Management/ Insurance	\$239,147.00
Training	\$392,500.00
Marketing/PR	\$430,000.00
Miscellaneous	\$0.00
Subtotal	\$18,414,125.00
<i>Transaction Related Expenses:</i>	
Recording Fees	\$1,401,675.00
Wire Transfer Fees	\$200,000.00
<i>Counseling Expenses</i>	
File Intake	\$2,928,800.00
Decision Costs	\$0.00
Successful File	\$9,400,000.00
Key Business Partners On-Going	\$2,700,000.00
Subtotal	\$16,630,475.00
Grand Total	\$35,800,000.00
% of Total Award	12.79%
Award Amount	\$279,874,221.00