THIRD AMENDMENT TO

COMMITMENT TO PURCHASE FINANCIAL INSTRUMENT
and
HFA PARTICIPATION AGREEMENT

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

Recitals

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

WHEREAS, HFA and Eligible Entity submitted a request to Treasury to make certain revisions to their Service Schedules and Permitted Expenses and Treasury has agreed to the same;

WHEREAS, HFA, Eligible Entity and Treasury wish to enter into this Third Amendment to document all approved modifications to the Service Schedules and Permitted Expenses;

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 Third Amendment; and all references in the Current HPA to Schedules A, B or C shall mean the Schedules A, B or C attached to this Third

Amendment. All references herein to the "HPA" shall mean the Current HPA, as further amended by this Third 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 Third 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 Third Amendment.

D. Schedule C. Schedule C attached to the Current HPA is hereby deleted in its entirety and replaced with Schedule C attached to this Third 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 Third Amendment and any other closing documentation delivered to Treasury in connection with this Third 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 Third Amendment and any other closing documentation delivered to Treasury in connection with this Third Amendment, and to perform its obligations hereunder and thereunder.

3. Miscellaneous

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

HFA:	**TREASURY**:
OREGON HOUSING AND COMMUNITY SERVICES	UNITED STATES DEPARTMENT OF THE TREASURY
By: /s/ Victor Merced Name: Victor Merced Title: Director	By: ________________________ Name: Timothy G. Massad Title: Acting Assistant Secretary for Financial Stability

ELIGIBLE ENTITY:

OREGON AFFORDABLE HOUSING ASSISTANCE CORPORATION

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

In Witness Whereof, HFA, Eligible Entity and Treasury by their duly authorized officials hereby execute and deliver this Third 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: Timothy G. Massad

Title: Acting Assistant Secretary for Financial Stability

ELIGIBLE ENTITY:

OREGON AFFORDABLE HOUSING ASSISTANCE CORPORATION

By: ______________________________

Name:

Title:

EXHIBITS AND 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:

Program Participation Cap:	$220,042,786.00
Portion of Program Participation Cap Representing Original HHF Funds:	$88,000,000.00

Portion of Program Participation Cap Representing Unemployment HHF Funds:	$49,294,215.00
Permitted Expenses:	$18,790,748.00
Closing Date:	August 3, 2010
First Amendment Date:	September 23, 2010
Second Amendment Date:	September 29, 2010
Third Amendment Date:	December 16, 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 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

1. Program Overview	The Loan Modification Assistance Program will provide funds to assist financially distressed borrowers who are in the process of modifying their home loans. 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.
2. Program Goals	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.
3. Target Population/ Areas	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).
4. Program Allocation (Excluding Administrative Expenses)	$26,000,000.00
5. Borrower Eligibility Criteria	The homeowner must have a current household income equal to or less than 120 percent of state median income. A homeowner who has a loan financed in whole or in part by bonds that are tax-exempt under IRC section 143 is presumed to satisfy income limits. The homeowner's current first lien mortgage must have originated before January 1, 2009. Homeowner must have either been denied for, or must be in the process of receiving, a loan modification. Homeowner must provide a financial hardship affidavit.

	The homeowner cannot own other residential real property. The homeowner, in connection with a mortgage or real estate transaction, cannot have been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion. After modification, must have a loan-to-value ratio of no more than 125 percent.
6. Property/Loan Eligibility Criteria	The subject property must be an owner-occupied, primary residence and be located in Oregon. Manufactured homes are eligible only if the structure is recorded in the county's deed records. The unpaid principal balance of the homeowner's first lien mortgage cannot exceed $729,750. The homeowner cannot own other residential real property.
7. Program Exclusions	Owners of second homes or investment properties.
8. Structure of Assistance	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.
9. Per Household Assistance	Maximum is $10,000.
10. Duration of Assistance	One time payment on behalf of borrower to lender/servicer.
11. Estimated Number of Participating Households	An estimated 2,600 homeowners will receive assistance.
12. Program Inception/ Duration	The Program is expected to be operational by February of 2011 and last less than 12 months. All funds still available after 12/31/2017 will be returned to Treasury.
13. Program Interactions with Other Programs (e.g. other HFA programs)	None.
14. Program Interactions with HAMP	The Program will only function directly with the existing HAMP program or other modification programs offered by servicers

	and/or lenders. The Program is not anticipated to work with the other Hardest Hit Fund programs; however, it 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.
15. Program Leverage with Other Financial Resources	Servicers will not charge administrative fees and waive all administrative fees accrued prior to modification.
16. Qualify as an Unemployment Program	☐ Yes ☑ No

SERVICE SCHEDULE B-2

Oregon Housing and Community Services
Mortgage Payment Assistance Program
Summary Guidelines

1. Program Overview	The Mortgage Payment Assistance Program will provide up to 12 months of mortgage payment assistance or $20,000, whichever is used first. This temporary assistance will be provided on behalf of unemployed or substantially underemployed homeowners. The state's foreclosure counseling network will serve as the administrative entry point for initial eligibility screening. Oregon Affordable Housing Assistance Corporation (OAHAC) will, on behalf of an eligible borrower, make a full monthly payment to the servicer until the applicable program cap is reached or the borrower becomes re-employed. OAHAC will be responsible for ongoing monitoring of borrowers to ensure continued eligibility.
2. Program Goals	The Mortgage Payment Assistance Program will provide assistance so a qualified borrower can search for work or obtain job training without fear of losing their home. The purpose of these programs is assist borrowers until they can obtain sufficient income to resume scheduled mortgage payments, or qualify for a modified mortgage payment.
3. Target Population/ Areas	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 housing distressed (20).
4. Program Allocation (Excluding Administrative Expenses)	$100,000,000.00
5. Borrower Eligibility Criteria	The homeowner must have a current household income equal to or less than 120 percent of state median income. A homeowner who has a loan financed in whole or in part by bonds that are tax-exempt under IRC section 143 is presumed to satisfy income limits. The homeowner must have experienced a verifiable loss of income of 25 percent or more due to unemployment or underemployment.

	The homeowner cannot be in active bankruptcy. The homeowner's current first lien mortgage must have originated before January 1, 2009. The homeowner must complete and sign a Financial Hardship Affidavit. The homeowner, in connection with a mortgage or real estate transaction, cannot have been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.
6. Property/Loan Eligibility Criteria	The subject property must be an owner-occupied, primary residence and be located in Oregon. The unpaid principal balance of the homeowner's first lien mortgage cannot exceed $729,750.
7. Program Exclusions	Homeowners who have received notification of trustee/sheriff sale have been recorded and the trustee/sheriff sale is scheduled less than seven days from date the Servicer is notified of borrower approval by OAHAC. First lien mortgages that are home equity lines of credit. Those with liquid resources sufficient to make four or more months of mortgage payments. The homeowner cannot own other residential real property.
8. Structure of Assistance	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 junior 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.
9. Per Household Assistance	Maximum benefit is $20,000 per borrower.
10. Duration of Assistance	12 months.
11. Estimated Number of Participating Households	At a minimum this program will help 5,000 homeowners.
12. Program Inception/	The Program will be operational December 2010. The Program is

Duration	expected to last 24 months.
13. Program Interactions with Other Programs (e.g. other HFA programs)	None.
14. Program Interactions with HAMP	HHF Funds will generally be utilized prior to the UP forbearance described in Supplemental Directive 10-04 and/or GSE forbearance programs, unless the borrower has already received forbearance under those programs. When appropriate however, servicers should provide UP or other forbearance to eligible borrowers who are being evaluated for Mortgage Payment Assistance by OAHAC. If the servicer is a HAMP participating servicer, borrowers must be evaluated for HAMP at the earlier of reemployment or expiration of HFA mortgage assistance benefits. The servicer will not require reinstatement before the servicer accepts Mortgage Payment Assistance, but OAHAC can agree to do so if it deems appropriate for the borrower.
15. Program Leverage with Other Financial Resources	Servicers will not charge administrative fees (e.g., NSF, late charges) in any month where a full contract payment is made. If the loan is reinstated or modified following HFA mortgage assistance servicers will waive all administrative fees accrued since the beginning of the delinquency.
16. Qualify as an Unemployment Program	☑ Yes ☐ No

SERVICE SCHEDULE B-3

Oregon Housing and Community Services
Loan Preservation Assistance Program
Summary Guidelines

1. Program Overview	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.
2. Program Goals	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.
3. Target Population/ Areas	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).
4. Program Allocation (Excluding Administrative Expenses)	$67,700,000.00
5. Borrower Eligibility Criteria	The homeowner must have a current household income equal to or less than 120 percent of state median income. A homeowner who has a loan financed in whole or in part by bonds that are tax-exempt under IRC section 143 is presumed to satisfy income limits. Homeowner must provide a financial hardship affidavit. **After anticipated assistance, recipients cannot have debt–to-income ratio greater than 50 percent.** **After modification, must have a loan-to-value ratio of not more than 125 percent.** **The homeowner, in connection with a mortgage or real estate transaction, cannot have been convicted, within the last 10**

	years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion.
6. Property/Loan Eligibility Criteria	The subject property must be an owner-occupied, primary residence and be located in Oregon. Manufactured homes are eligible only if the structure is recorded in the county's deed records. The unpaid principal balance of the homeowner's first lien mortgage cannot exceed $729,750.
7. Program Exclusions	The homeowner cannot own other residential real property.
8. Structure of Assistance	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.
9. Per Household Assistance	Maximum benefit is $20,000 per borrower.
10. Duration of Assistance	Lenders/servicers will receive a one-time payment on behalf of borrower.
11. Estimated Number of Participating Households	An estimated 3,385 homeowners will receive assistance under the Program.
12. Program Inception/ Duration	The Program will be operational in February 2011. The Program is expected to last 24 months.
13. Program Interactions with Other Programs (e.g. other HFA programs)	This Program will operate in conjunction with the Mortgage Payment 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.
14. Program Interactions with HAMP	This Program would incent recipients to enter loan modification programs such as HAMP and may interact with both new and existing HAMP programs.
15. Program Leverage with Other Financial Resources	Servicers will waive administrative fees (e.g., NSF, late charges).
16. Qualify as an Unemployment Program	☐ Yes ☑ No

SERVICE SCHEDULE B-4

Oregon Housing and Community Services
Transition Assistance Program
Summary Guidelines

1. Program Overview	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.
2. Program Goals	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.
3. Target Population/ Areas	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).
4. Program Allocation (Excluding Administrative Expenses)	$7,552,038.00
5. Borrower Eligibility Criteria	The homeowner must have a current household income equal to or less than 120 percent of state median income. A homeowner who has a loan financed in whole or in part by bonds that are tax-exempt under IRC section 143 is presumed to satisfy income limits. Homeowner must provide a financial hardship affidavit. The homeowner, in connection with a mortgage or real estate transaction, cannot have been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud or forgery, (B) money laundering or (C) tax evasion. Complete Short Sale or Deed in Lieu of Foreclosure

6.	**Property/Loan Eligibility Criteria**	The subject property must be an owner-occupied, primary residence and be located in Oregon. Manufactured homes are eligible only if the structure is recorded in the county's deed records.
7.	**Program Exclusions**	The homeowner cannot own other residential real property.
8.	**Structure of Assistance**	This Program will not be structured as a loan.
9.	**Per Household Assistance**	Maximum recipient eligibility is $3,000.
10.	**Duration of Assistance**	Recipients will receive a single payment.
11.	**Estimated Number of Participating Households**	An estimated 2,515 homeowners will receive assistance under the Program.
12.	**Program Inception/ Duration**	Transitional Assistance will be operational in January, 2011. Program expected to last 30 months.
13.	**Program Interactions with Other Programs (e.g. other HFA programs)**	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. It is anticipated the Program will also 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.
14.	**Program Interactions with HAMP**	None.
15.	**Program Leverage with Other Financial Resources**	There is no current anticipated leverage; however this program will be layered on any other resources the homeowner is able to receive for leaving their home before foreclosure.
16.	**Qualify as an Unemployment Program**	☐Yes ☑No

SCHEDULE C

PERMITTED EXPENSES

	Oregon
One-time / Start-Up Expenses:	
Initial Personnel	$201,240.35
Building, Equipment, Technology	$718,814.09
Professional Services	$220,969.00
Supplies / Miscellaneous	$27,550.86
Marketing /Communications	$105,268.00
Travel	$20,000.00
Website development /Translation	$25,000.00
Contingency	$25,000.00
Subtotal	**$1,343,842.30**
Operating / Administrative Expenses:	
Salaries	$4,267,679.87
Professional Services (Legal, Compliance, Audit, Monitoring)	$682,084.84
Travel	$110,062.00
Buildings, Leases & Equipment	$198,864.00
Information Technology & Communications	$600,000.00
Office Supplies/Postage and Delivery/Subscriptions	$237,766.99
Risk Management/ Insurance	$150,000.00
Training	$50,000.00
Marketing/PR	$333,448.00
Miscellaneous	$200,000.00
Subtotal	**$6,829,905.70**
Transaction Related Expenses:	
Recording Fees	$1,400,000.00
Wire Transfer Fees	$217,000.00
Counseling Expenses	$0.00
File Intake	$2,000,000.00
Decision Costs	$0.00
Successful File	$7,000,000.00
Key Business Partners On-Going	$0.00
Subtotal	**$10,617,000.00**
Grand Total	**$18,790,748.00**
% of Total Award	**8.54%**
Award Amount	**$220,042,786.00**