FIFTH AMENDMENT TO

COMMITMENT TO PURCHASE FINANCIAL INSTRUMENT
and
HFA PARTICIPATION AGREEMENT

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

Recitals

WHEREAS, Treasury, HFA and Eligible Entity entered into that certain Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Original HPA") dated as of the Closing Date, as previously amended by that certain First Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "First Amendment"), as further amended by that certain Second Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Second Amendment"), as further amended by that certain Third Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Third Amendment"), and as further amended by that certain Fourth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Fourth Amendment"; and together with the Original HPA as amended thereby and by the First Amendment, Second Amendment and Third 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 Treasury has agreed to the same;

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

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

3. Miscellaneous

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

HFA:

OREGON HOUSING AND COMMUNITY SERVICES

By: /s/ Rick Crager
Name: Rick Crager
Title: Acting Director

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: /s/ Rick Crager
Name: Rick Crager
Title: President

By: /s/ Nancy Cain
Name: Nancy Cain
Title: Treasurer

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

HFA:

OREGON HOUSING AND COMMUNITY SERVICES

By: _________________________
Name: Rick Crager
Title: Acting Director

TREASURY:

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

ELIGIBLE ENTITY:

OREGON AFFORDABLE HOUSING ASSISTANCE CORPORATION

By: _________________________
Name: Rick Crager
Title: President

By: _________________________
Name: Nancy Cain
Title: Treasurer

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:

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:	$19,490,748.00
Closing Date:	August 3, 2010
First Amendment Date:	September 23, 2010
Second Amendment Date:	September 29, 2010
Third Amendment Date:	December 16, 2010
Fourth Amendment Date:	March 31, 2011
Fifth Amendment Date:	May 25, 2011
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 Affordable Housing Assistance Corporation
Loan Modification Assistance Program
Summary Guidelines

4. 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.
5. 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.
6. 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).
7. Program Allocation (Excluding Administrative Expenses)	$26,000,000.00
8. 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.
9. 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.
10. Program Exclusions	Owners of second homes or investment properties.
11. 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.
12. Per Household Assistance	Maximum is $10,000.
13. Duration of Assistance	One time payment on behalf of borrower to lender/servicer.
14. Estimated Number of Participating Households	An estimated 2,600 homeowners will receive assistance.
15. 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.
16. Program Interactions with Other Programs (e.g. other HFA programs)	None.
17. 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.
18. Program Leverage with Other Financial Resources	Servicers will not charge administrative fees and waive all administrative fees accrued prior to modification.
19. Qualify as an Unemployment Program	☐ Yes ☑ No

SERVICE SCHEDULE B-2

Oregon Affordable Housing Assistance Corporation
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. If a homeowner regains employment or recovers from financial distress during participation in the program, one additional month of assistance may be provided if the $20,000 maximum benefit has not be reached. The state's foreclosure counseling network will serve as the administrative entry point for initial eligibility screening and will verify continued eligibility. 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 ineligible.
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 to 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.
4. Program Allocation (Excluding Administrative Expenses)	$100,000,000.00
5. Borrower Eligibility Criteria	The borrower must have a current household income equal to or less than 120 percent of state median income. A borrower 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 borrower must be unemployed or substantially underemployed (have experienced a verifiable loss of income of 25 percent or more). The borrower must complete and sign a financial hardship affidavit. The borrower, 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 a one unit, single family, owner-occupied, primary residence and be located in Oregon. The borrower's current first lien mortgage must have originated before January 1, 2009. The unpaid principal balance of the borrower's first lien mortgage cannot exceed $350,000 unless certain qualifying conditions are met. In no instance can the unpaid principal balance of the borrower's first lien mortgage exceed $729,750.
7. Program Exclusions	The borrower cannot have received notification of a trustee/sheriff sale having been recorded and the trustee/sheriff sale cannot be scheduled less than seven days from date the Servicer is notified of the borrower's approval for MPA. The borrower cannot be in active bankruptcy. The borrower's first lien mortgage cannot be a home equity line of credit, land sale contract, or otherwise privately financed mortgage. The borrower cannot have liquid assets, excluding retirement or education savings accounts, equivalent to more than four months' of mortgage payments. The borrower cannot own other residential real property. The subject property cannot be a condominium or townhome.
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 plus an additional month if the borrower recovers in Month 12.
11. Estimated Number of Participating Households	5,000
12. Program Inception/ Duration	The Program was operational December 2010. The Program is 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 Affordable Housing Assistance Corporation
Loan Preservation Assistance Program
Summary Guidelines

20. 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 loan modification, pay arrearages, bring a delinquent borrower current, cure delinquent escrow, or pay other fees incurred during a period of unemployment or financial distress. Funds may be utilized to bring homeowners within acceptable limits for entry into existing refinance, modification, or other existing foreclosure prevention programs. Eligibility will be determined by Foreclosure Counselors and staff from the Oregon Affordable Housing Assistance Corporation.
21. 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 to ensure long term mortgage affordability.
22. 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).
23. Program Allocation (Excluding Administrative Expenses)	$57,000,000.00
24. 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.
25. 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 $350,000.
26. Program Exclusions	First lien mortgages that are home equity lines of credit. The homeowner cannot own other residential real property.
27. 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.
28. Per Household Assistance	Maximum benefit is $20,000 per borrower.
29. Duration of Assistance	Lenders/servicers will receive a one-time payment on behalf of borrower.
30. Estimated Number of Participating Households	It is estimated that a minimum of 2,850 homeowners will receive assistance.
31. Program Inception/ Duration	The Program will be operational in April 2011. The Program is expected to last 30 months.
32. Program Interactions with Other Programs (e.g. other HFA programs)	This Program will operate in conjunction with the Mortgage Payment Assistance Program and other existing modification and refinance programs. 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 the FHA's Short Refinance Program, HAMP, Hope for Homeowners or other existing modification programs.
33. 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.
34. Program Leverage with Other Financial	Servicers will waive administrative fees (e.g., NSF, late charges).

Resources	
35. Qualify as an Unemployment Program	☐ Yes ☑ No

SERVICE SCHEDULE B-4

Oregon Affordable Housing Assistance Corporation
Transition Assistance Program
Summary Guidelines

1. Program Overview	The Transition 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 Assistance 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. The funds are to be used by borrowers to pay for relocation expenses including, but not limited to: housing and utility deposits, transportation and storage of household goods and personal effects, and temporary housing costs. OAHAC may work with lenders/servicers, real estate associations and agents, and community organizations to identify potential applicants.
2. Program Goals	To provide funds to financially distressed borrowers so they may be able to find affordable housing while avoiding foreclosure. 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 in Oregon.
4. Program Allocation (Excluding Administrative Expenses)	$7,552,038.00
5. Borrower Eligibility Criteria	The borrower must have a current household income equal to or less than 120 percent of state median income. A borrower 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 borrower must complete and sign a financial hardship affidavit. The borrower, 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. The borrower must complete a short sale or deed- in- lieu of foreclosure agreement.
6. Property/Loan Eligibility Criteria	The subject property must be an owner-occupied, primary residence unless the borrower has relocated in the last 24 months, and provides documentation that the property was such borrower's primary residence prior to relocation and satisfies certain other qualifying criteria. The unpaid principal balance of the borrower's first lien mortgage cannot exceed $350,000 unless certain qualifying conditions are met. In no instance can the unpaid principal balance of the borrower's first lien mortgage exceed $729,750. The subject property must be a one-unit, single-family residence (including condominiums and townhomes) located in Oregon,
7. Program Exclusions	The borrower cannot own other residential real property. The borrower cannot be in active bankruptcy.
8. Structure of Assistance	This Program will not be structured as a loan.
9. Per Household Assistance	Maximum benefit is $3,000 per household.
10. Duration of Assistance	One-time payment to the borrower at or after closing (transfer of title) of the deed-in-lieu or short sale transaction.
11. Estimated Number of Participating Households	2,500
12. Program Inception/ Duration	The Program will be operational in July 2011. The Program is expected to last 30 months.
13. Program Interactions with Other Programs (e.g. other HFA programs)	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.
14. Program Interactions with HAMP	None.
15. Program Leverage with Other Financial	There is no current anticipated leverage; however this program will be layered on any other resources the borrower is able to

Resources	receive for leaving their home before foreclosure.
16. Qualify as an Unemployment Program	☐Yes ☑No

SERVICE SCHEDULE B-5

Oregon Affordable Housing Assistance Corporation
Loan Refinancing Assistance Pilot Project
Summary Guidelines

1. Program Overview	The Loan Refinancing Assistance Pilot will target two Oregon counties hit hard by the housing crisis. Under this program, Oregon Affordable Housing Assistance Corporation (OAHAC), after review and approval by Oregon Housing and Community Services (OHCS), will purchase loans on behalf of homeowners with negative equity mortgages, who have recovered from unemployment, underemployment or financial distress and show the capability to pay a mortgage payment based on a principal amount reflective of the current market value of the home. All loans will be purchased by OAHAC at or below the current appraised value of the home securing the loan and at least 10 percent below the current unpaid principal balance. After the loans have been purchased, OAHAC will empower OHCS to oversee the immediate refinance of the OAHAC mortgages based on and to set the principal amount equal to the home's current appraised value.
2. Program Goals	The Loan Refinancing Assistance Pilot Project's goals are to assist homeowners escape acute negative equity situations, help to slow the ongoing decline in property value, and provide approved homeowners with reliable, affordable, sustainable mortgages.
3. Target Population/ Areas	The Program will be available in two Oregon counties, Deschutes and Jackson, and focus exclusively on homeowners who have recovered from a financial hardship, are saddled with negative equity mortgages, and demonstrate the capability to pay a loan refinanced at the home's current value.
4. Program Allocation (Excluding Administrative Expenses)	$10,000,000.00
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 or other demonstrable financial hardship. A demonstrated ability to meet standard payment ratios at the home's current appraised value. The homeowner must complete and sign a Financial Hardship

	Affidavit attesting to the prior loss of income or other applicable financial hardship. 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 mortgage has substantial negative equity. The unpaid principal balance of the homeowner's first lien mortgage cannot exceed $499,000. Loans must be purchased at or below appraised market value of the home. Loans can only be purchased if the lender/servicer has discounted the price of the loan by at least 10 percent of the current unpaid principal balance.
7. Program Exclusions	First lien mortgages that are home equity lines of credit. Third party contracts and other private party loans. The homeowner cannot own other residential real property. Employees of Oregon Housing and Community Services, partner agencies, or contractors.
8. Structure of Assistance	The refinanced mortgage will be for a term of 30 years, carry a fixed interest rate (to be set by OAHAC and apply uniformly for all borrowers) and the loan amount will be set at the current appraised value of the home. The Pilot is envisioned as a revolving fund. OAHAC will buy distressed mortgages on a homeowner's behalf, and then empower OHCS to refinance with the homeowner at current appraised value and service the loan. When the loan demonstrates healthy, reliable performance, OHCS may arrange for take out financing or sell the loan and revolve the funding directly back to OAHAC until December 31, 2017. After December 31, 2017 all repayments and profits, if any, will be returned to Treasury.
9. Per Household Assistance	Anticipated per household assistance is $125,000-$150,000.
10. Duration of Assistance	Assistance will be a one time payment with high touch servicing. Any required counseling will be provided by HUD approved agencies using outside (non-HHF) resources.
11. Estimated Number of Participating Households	OAHAC anticipates helping approximately 330 homeowners.
12. Program Inception/ Duration	OAHAC expects to purchase its first loan within three to four months of US Treasury approval. The program is estimated to last for three to four years.
13. Program Interactions	None.

	with Other Programs (e.g. other HFA programs)	
14.	**Program Interactions with HAMP**	None.
15.	**Program Leverage with Other Financial Resources**	It is expected that this HHF investment will leverage $40 million in permanent mortgages. State bond financing may be utilized for take out financing to achieve this goal. Additionally, gains realized through third party mortgage refinancing or secondary mortgage market loan sales due to discounts received at the time of OAHAC's purchase will be reinvested to grow the size of the revolving fund throughout the program period.
16.	**Qualify as an Unemployment Program**	☐ Yes ☑ No