

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

This FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (the "Amendment") is entered into as of December 23, 2013 (the "Effective Date"), by and among the UNITED STATES DEPARTMENT OF THE TREASURY ("Treasury"), and the NEIGHBORHOOD REINVESTMENT CORPORATION, DOING BUSINESS AS NEIGHBORWORKS AMERICA, a non-profit corporation created by the United States Congress ("NeighborWorks").

RECITALS

WHEREAS, Treasury and NeighborWorks entered into that certain Memorandum of Agreement, dated as of February 14, 2013 (as hereby amended, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), in connection with the Making Home Affordable Program (MHA), a foreclosure prevention program established by Treasury pursuant to its authority under the Emergency Economic Stabilization Act of 2008, Pub. L. 110-343, as amended from time to time "EESA"); and

WHEREAS, the parties desire to extend the Period of Performance (as defined in the Agreement) from March 31, 2014 through December 31, 2014.

NOW THEREFORE, 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 and NeighborWorks hereby agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used and not defined herein shall have the meanings given to them in the Agreement.
2. Amendment to Agreement. The Agreement is hereby amended as follows:
 - a. Article III is hereby amended by (i) deleting the definition of "Hafa" in its entirety, and (ii) deleting the definition of "Initial Package" in its entirety, and replacing it with the following:

"Initial Package" has the meaning set forth in Section 4 of Chapter II of the MHA Handbook. Generally speaking, an Initial Package with respect to HAMP will include (i) a completed MHA Request for Mortgage Assistance, (ii) a completed Form 4506-T or Form 4506T-EZ, and (iii) evidence of income as set forth in Chapter II of the MHA Handbook.
 - b. Article V (A) is hereby amended by deleting "March 31, 2014" and replacing it with "December 31, 2014."
 - c. Article IX (D) is hereby amended by deleting "Outreach Support" and replacing it

with “Outreach Funds, Supplemental Outreach Funds,”.

- d. Article XXI is hereby amended by deleting the notice provisions listed for NeighborWorks and replacing them with the following:

To NeighborWorks:

NeighborWorks America
999 North Capitol Street, NE, Suite 900
Washington, D.C. 20002
Attn: Chief Executive Officer, [REDACTED]

With a copy to:

NeighborWorks America
999 North Capitol Street, NE, Suite 900
Washington, D.C. 20002
Attn: General Counsel, [REDACTED]

3. Budget and Statement of Work. Concurrently with the execution of this Amendment, NeighborWorks has submitted to Treasury, and Treasury has approved, a revised Budget and revised Statement of Work.
4. Effectiveness. This Amendment is being entered into in accordance with Article XXII (J) of the Agreement and shall be effective as of the date first written above.
5. Authorities. Each of the parties hereto has the authority to enter into this Amendment and perform its obligations under the Agreement pursuant to the respective authorities enumerated in Article II of the Agreement.
6. Representations and Warranties. NeighborWorks hereby represents and warrants, as of the date hereof, that (i) no default or Event of Default has occurred and is continuing or will exist after giving effect to this Amendment, (ii) each of the representations and warranties made by NeighborWorks in the Agreement are true and correct in all material respects, as if made on and as of the date hereof, (iii) NeighborWorks is in compliance with the covenants and other agreements set forth in the Agreement, and (iv) all data and information provided to Treasury in connection with the subject matter of this Amendment is true, correct and complete in all material respects.
7. Headings. Section headings in this Amendment are for convenience of reference only and shall not be deemed to affect the meaning or construction of the provisions hereof.
8. Miscellaneous

- a. Each reference in the Agreement to “this Agreement”, together with any reference to this Agreement contained in the Statement of Work, or any other Operative Document, shall mean the Agreement, as amended by this Amendment.
- b. Except as expressly amended herein, the Agreement and any other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect, and are hereby ratified and confirmed.
- c. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party to the Agreement, nor constitute a waiver of any provision of the Agreement, or any other documents, instruments or agreements executed and/or delivered under or in connection therewith.
- d. The recitals set forth at the beginning of this Amendment are true and accurate and are incorporated herein by this reference.
- e. This Amendment may be executed on any number of 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 Amendment shall be treated as originals for all purposes.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties, by their duly authorized officials, hereby execute and deliver this Amendment as of the date first written above.

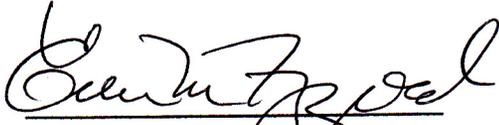
NEIGHBORWORKS:

NEIGHBORHOOD REINVESTMENT
CORPORATION (D/B/A
NEIGHBORWORKS AMERICA):

TREASURY:

UNITED STATES DEPARTMENT OF THE
TREASURY

By:


Name: Eileen M. Fitzgerald
Title: President & Chief Executive
Officer.

By: _____

Name:
Title:

IN WITNESS WHEREOF, the parties, by their duly authorized officials, hereby execute and deliver this Amendment as of the date first written above.

NEIGHBORWORKS:

NEIGHBORHOOD REINVESTMENT CORPORATION (D/B/A NEIGHBORWORKS AMERICA):

TREASURY:

UNITED STATES DEPARTMENT OF THE TREASURY

By: _____
Name:
Title:

By: 
Name: Timothy S Bender
Title: Deputy Assistant Secretary