NINTH AMENDMENT TO
COMMITMENT TO PURCHASE FINANCIAL INSTRUMENT
and
HFA PARTICIPATION AGREEMENT

This Ninth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Ninth Amendment") is entered into as of the date set forth on Schedule A attached hereto as the Ninth 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"), as further amended by that certain Fourth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Fourth Amendment"), as further amended by that certain Fifth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Fifth Amendment"), and as further amended by that certain Sixth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Sixth Amendment"), as further amended by that certain Seventh Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Seventh Amendment"), and as further amended by that certain Eighth Amendment to Commitment to Purchase Financial Instrument and HFA Participation Agreement (the "Eighth Amendment"); and together with the Original HPA as amended thereby and by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh 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, as applicable, and Treasury has agreed to the same;

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

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 Ninth 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 Ninth Amendment. All references herein to the "HPA" shall mean the Current HPA, as further amended by this Ninth 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 Ninth 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 Ninth 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 Ninth 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 Ninth Amendment and any other closing documentation delivered to

Treasury in connection with this Ninth 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 Ninth Amendment and any other closing documentation delivered to Treasury in connection with this Ninth Amendment, and to perform its obligations hereunder and thereunder.

3. <u>Miscellaneous</u>

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

HFA:

TENNESSEE HOUSING DEVELOPMENT AGENCY

By: /s/ Ralph M. Perrey
Name: Ralph M. Perrey
Title: Executive Director

TREASURY:

UNITED STATES DEPARTMENT OF THE TREASURY

By: ______________________________
Name: Mark McArdle
Title: Chief Homeownership Preservation Officer

ELIGIBLE ENTITY:

TENNESSEE HOUSING DEVELOPMENT AGENCY

By: /s/ Ralph M. Perrey
Name: Ralph M. Perrey
Title: Executive Director

EXHIBITS AND SCHEDULES

Schedule A	Basic Information
Schedule B	Service Schedules
Schedule C	Permitted Expenses

SCHEDULE A

BASIC INFORMATION

Eligible Entity Information:

Name of the Eligible Entity:	Tennessee Housing Development Agency[1]
Corporate or other organizational form:	body, politic and corporate; political subdivision and instrumentality of the State of Tennessee, established and existing under the Tennessee Housing Development Agency Act, Tenn. Code Ann. § 13-23-101 et seq.
Jurisdiction of organization:	Tennessee
Notice Information:	

HFA Information:

Name of HFA:	Tennessee Housing Development Agency[1]
Organizational form:	body, politic and corporate; political subdivision and instrumentality of the State of Tennessee, established and existing under the Tennessee Housing Development Agency Act, Tenn. Code Ann. § 13-23-101 et seq.
Date of Application:	September 1, 2010
Date of Action Plan:	September 1, 2010
Notice Information:	Same as notice information for Eligible Entity

[1] References in the Agreement to the term "HFA" shall mean the Tennessee Housing Development Agency ("THDA") in its capacity as an HFA as such term is used in the Agreement; references in the Agreement to the term "Eligible Entity" shall mean THDA, in its capacity as Eligible Entity as such term is used in the Agreement.

Notwithstanding anything to the contrary in the Agreement, (A) for purposes of Section 4(G) thereof, annual audited financial statements shall be due no later than one hundred eighty (180) days after the end of THDA's fiscal year, and (B) for purposes of Section 7 thereof, the powers and authority of THDA shall be governed and construed in accordance with the laws of the State of Tennessee.

For the avoidance of doubt, THDA has no obligation to ensure that the funds in the Depository Account are collateralized should the amount of money in the account be in excess of the FDIC insurance limits.

Program Participation Cap:	$217,315,593.00
Portion of Program Participation Cap Representing Original HHF Funds:	N/A
Portion of Program Participation Cap Representing Unemployment HHF Funds:	$81,128,260.00
Permitted Expenses:	$24,574,472.25
Closing Date:	September 23, 2010
First Amendment Date:	September 29, 2010
Second Amendment Date:	December 16, 2010
Third Amendment Date:	May 25, 2011
Fourth Amendment Date:	September 28, 2011
Fifth Amendment Date:	December 8, 2011
Sixth Amendment Date:	May 3, 2012
Seventh Amendment Date:	November 15, 2012
Eighth Amendment Date:	June 11, 2014
Ninth Amendment Date:	September 29, 2015
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.

SCHEDULE B-1

Tennessee Housing Development Agency

Hardest Hit Fund Program (HHFP)

Summary Guidelines

1. Program Overview	The Tennessee Housing Development Agency (THDA) Hardest Hit Fund Program (HHFP) will provide loans to unemployed or substantially underemployed homeowners, or those homeowners impacted by a recent divorce or death of a spouse, 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 (e.g., property taxes, homeowner insurance, homeowner dues) (i) until, for those unemployed or substantially underemployed homeowners, the homeowner secures employment or completes training for a new career and (ii) for all eligible homeowners, subject to maximum assistance criteria described in Section 9. For homeowners who were unemployed or substantially underemployed and accumulated payment arrearages, but have since found a new job, reinstatement assistance will be available.
2. Program Goals	To assist unemployed or substantially underemployed homeowners, or those homeowners impacted by a recent divorce or death of a spouse, to remain in their homes and make monthly payments on their mortgages and mortgage related expenses such as property taxes, homeowner insurance, homeowner dues, and/or past-due mortgage payments (arrearages) so that they may avoid delinquency and foreclosure.
3. Target Population / Areas	This program will be available in all Tennessee counties. THDA previously provided additional assistance over a longer period of time to eligible homeowners living in targeted or “hardest hit” counties, defined as those counties showing greater than average distress based on a combination of unemployment rate, the percent of the state’s foreclosures in that county, and delinquency rates. Twenty-nine counties were chosen as targeted based on the fact that they scored high on two of three factors, as follows: having an unemployment rate at or above the state average rate, having a high percentage of the state’s foreclosure

	filings (in the 75th percentile of counties), having a high delinquency rate (again, in the 75th percentile of counties).
4. Program Allocation (Excluding Administrative Expenses)	$187,241,120.75. $81,128,260 of this program allocation is reserved to provide assistance to borrowers whose hardship is employment-related.
5. Borrower Eligibility Criteria	Unemployed or substantially underemployed homeowners, or those homeowners impacted by a recent divorce or death of a spouse, who, through no fault of their own, are unable to make their mortgage payments and are at risk of foreclosure. Homeowners will be required to provide a financial hardship affidavit with appropriate documentation as to the cause of their hardship, as specified in the program guidelines. Homeowners will be required to provide continual documentation certifying to their ongoing hardship. Employed homeowners who have previously been unemployed or substantially underemployed and who are delinquent, but who can resume future payments without additional assistance. Substantially underemployed homeowners are those homeowners whose income has been reduced by 30% or more. The event or incident which results in unemployment or substantially underemployment, or the applicable divorce or death of a spouse impacting a homeowner, must have occurred after January 1, 2008. Principal, Interest, Taxes and Insurance > 31% of household income after job loss/reduction of income. Asset test: Borrower must not have > 6 months reserves. Borrower must be a low- or moderate-income homeowner (maximum $92,680 household income). Eligibility for program assistance will be determined primarily by participating foreclosure prevention partners using THDA underwriting criteria stated above. Funds will be allocated on a first-come/approved, first-served basis.

6.	**Property / Loan Eligibility Criteria**	Existing single-family homes or condominiums (attached or detached) including manufactured homes on foundations permanently affixed to real estate owned by the borrower. Tennessee owner-occupied, primary residences only.
7.	**Program Exclusions**	Total unpaid principal balances > $275,000. Manufactured homes not considered real property. Non-legal U.S. resident.
8.	**Structure of Assistance**	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 up until five years. At the end of five years, the note will be considered satisfied and THDA will release the lien securing the note. Loan funds are due and payable if property is sold, refinanced or no longer owner occupied and there are sufficient equity proceeds available (unless otherwise prohibited under applicable federal law). All deferred, subordinate mortgages will be evidenced by a Home Equity Line of Credit 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. 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, any remaining or recaptured funds will be returned to Treasury.
9.	**Per Household Assistance**	Maximum amount available per homeowner: • Assistance for up to 36 months, subject to a maximum assistance cap of $40,000. • There is no maximum monthly payment amount; however, total loan amount cannot exceed applicable benefit.
10.	**Duration of Assistance**	Homeowners may receive assistance up to a maximum of 36 months. Should a homeowner become reemployed within the applicable period, the homeowner may continue receiving assistance for up to an additional two months after

	reemployment. Additionally, if a homeowner becomes reemployed within the applicable period and the homeowner's mortgage payment exceeds 31% of their current income, they are eligible for continued assistance. Any reinstatement assistance shall be made in one payment.
11. Estimated Number of Participating Households	Based on the current average amount of assistance of $25,000, we would expect to assist approximately 7,355 homeowners. With the increase in available assistance amounts and terms, we do expect the average amount of assistance to increase and the number of homeowners assisted to decrease. Recaptured funds will be returned to the program and used for additional homeowners, which could extend the program until as late as December 31, 2017.
12. Program Inception / Duration	The program began serving the targeted, hardest hit counties January 1, 2011. On March 1, 2011, the program was expanded and all counties became eligible for the program. All funds are expected to be committed by December 31, 2014. Recaptured funds will be returned to the program and used for additional homeowners, which could extend the program until as late as December 31, 2017.
13. Program Interactions with Other HFA Programs	None.
14. Program Interactions with HAMP	Borrowers can receive HAMP assistance (including UP program assistance) prior to or after receiving Hardest Hit Fund assistance.
15. Program Leverage with Other Financial Resources	None.

SCHEDULE B-2

Tennessee Housing Development Agency

HHF Blight Elimination Program (BEP)

Summary Guidelines

1. Program Overview	The Tennessee Housing Development Agency (THDA) will administer the Hardest Hit Fund Blight Elimination Program (BEP) to assist in the removal of blighted properties in targeted areas within the State of Tennessee. THDA will work in partnership with approved non-profit partners (Program Partners) to strategically target blighted residential single-family properties for demolition, site improvement, and acceptable reuse.
2. Program Goals	The BEP will reduce foreclosures, promote neighborhood stabilization, and maintain or improve property values through the demolition of vacant, abandoned, blighted residential structures, and subsequent greening/improvement of the remaining parcels. THDA has identified meaningful indicators that will enable THDA to track and quantify the program's impact in the targeted areas.
3. Target Population / Areas	This program will focus on targeted counties in Tennessee with the highest number of vacancies and foreclosures. This program will be made available to the following counties: Shelby, Montgomery, Davidson, Rutherford, Hamilton, and Knox. THDA program guidelines will ensure that demolition and greening/improvement is designed to increase values of neighboring properties and will promote a positive effect on preserving existing neighborhoods.
4. Program Allocation (Excluding Administrative Expenses)	$5,500,000.

5. Property Eligibility Criteria	• Existing single-family (one to four unit) home. • The property must be located in the State of Tennessee. • The property must be located in a targeted area as defined in the program guidelines. • The property must be vacant at the time of acquisition. • The property is a nuisance due to abandonment and/or other adverse conditions as identified in the program guide. • The cost to acquire (if necessary), demolish, green, and maintain the property for up to three years does not exceed $25,000. • THDA will determine property eligibility including the following requirements: (1) Pass a Uniform Physical Condition Standard test; (2) Meet the State of Tennessee's definition of "Blight" according to Title 13, Public Planning and Housing; and (3) Qualify for lawful demolition.
6. Ownership / Loan Eligibility Criteria	Program Partner must hold title to the property (may acquire title in conjunction with the program transaction). The property must be subject to a loan that can be modified or extinguished.
7. Program Exclusions	• Commercial properties, multifamily properties. • Properties listed on a state, national, or local historic register. • Properties not meeting THDA's eligibility requirements as specified in the program guidelines.

8. Structure of Assistance	THDA will determine acceptability of project sites in direct consultation with Program Partners. Program Partners will be responsible for acquisition of the property (if applicable), demolition work, greening/site improvement and on-going property maintenance. The Program Partner will submit an application to THDA containing the location of the property, neighborhood conditions, estimated cost of structure removal, estimated cost of greening (if applicable), and the end use of the vacant lot. Required documentation must be submitted by the Program Partner to THDA for review and approval in THDA's sole discretion pursuant to the program guidelines. Upon completion of blight elimination activity on the property and verification by THDA, THDA will provide HHF funds to the holder of the note for the loan on the property after the execution of a promissory note in favor of THDA. Total assistance will provide for acquisition costs (if applicable), demolition work, greening/site improvement costs, on-going property maintenance, and a one-time administrative fee of $1,000 per property for the Program Partner. • Funds will be provided as a secured loan up to a maximum of $25,000 with a deferred payment, forgivable over a 3 year term at 33.3% per year with a 0% interest rate so long as THDA's requirements are met. Eligible costs include removal of debris, contractor's fees, permit fees, final inspections, environmental assessments, greening and maintenance fees in the amount of $1,800 for a three-year period, and any other fees or charges required to complete the property removal and site improvement, not to exceed $25,000. If the cost to demolish the property exceeds the $25,000 maximum, the non-profit partner must pay the excess amount upfront.

	The outstanding loan balance will become due and payable if the property is sold, its title transferred, or it is used for an unauthorized purpose prior to the end of the loan term. Special considerations may be made by THDA to release or subordinate its lien prior to the end of the loan term based upon the merit of the request and the proposed positive impact to the community. The method for calculating the portion of the outstanding balance to be forgiven or released will be determined based upon the closing date of the HHF funding. Any funds returned according to established program guidelines will be recaptured and used in the program through December 31, 2017. After December 31, 2017, any remaining or recaptured funds will be returned to Treasury.
9. Per Property Assistance	Maximum amount of assistance may not exceed $25,000 per property. Maximum assistance amount includes acquisition costs (if applicable); demolition and greening/improvement costs; and a one-time project management and maintenance fee to cover management and maintenance expenses for a period of three (3) years.
10. Duration of Assistance	Funds will be disbursed on a first-come-first-served basis.
11. Estimated Number of Properties Demolished	Based on the maximum amount of assistance of $25,000, approximately 220 blighted properties are anticipated to be demolished and greened. Program will be expanded if funds are available.
12. Program Inception / Duration	The program will begin on November 1, 2015 and will last as long as the allocation of funds is available or until September 30, 2017.
13. Program Interactions with Other HFA Programs	None.
14. Program Interactions with HAMP	None.
15. Program Leverage with Other Financial Resources	If the cost to demolish and green the property are in excess of the $25,000 program cap, the Program Partner must pay the excess amount up front.

Schedule C

Permitted Administrative Expenses

	Tennessee
One-time / Start-Up Expenses:	
Initial Personnel	$50,264.40
Building, Equipment, Technology	$230,209.59
Professional Services	$19,668.00
Supplies / Miscellaneous	$3,265.33
Marketing /Communications	$741.73
Travel	$1,786.15
Website development /Translation	$15,000.00
Contingency	$0.00
Subtotal	**$320,935.20**
Operating / Administrative Expenses:	
Salaries	$12,153,889.11
Professional Services (Legal, Compliance, Audit, Monitoring)	$117,927.77
Travel	$49,447.12
Buildings, Leases & Equipment	$0
Information Technology & Communications	$300,000.00
Office Supplies/Postage and Delivery/Subscriptions	$158,619.95
Risk Management/ Insurance	$0.00
Training	$42,866.70
Marketing/PR	$1,271,454.55
Miscellaneous	$113,654.85
Subtotal	**$14,207,860.05**
Transaction Related Expenses:	
Recording Fees	$2,067,117.00
Wire Transfer Fees	$167,560.00
Counseling Expenses	
File Intake	$0.00
Decision Costs	$0.00
Successful File	$7,811,000.00
Key Business Partners On-Going	$0.00
Subtotal	**$10,045,677.00**
Grand Total	**$24,574,472.25**
% of Total Award	**11.31%**
Award Amount	$217,315,593.00