

AMENDMENT TO MORTGAGE ORIGINATION AGREEMENT

This Amendment to Mortgage Origination Agreement (this "Amendment") is dated as of December 2, 2019, and shall be effective for all Mortgage Loans reserved under the Programs after the date hereof.

This Amendment amends and supplements that certain Mortgage Origination Agreement, including any prior amendments thereto, including but not limited to the amendments dated as of January 15, 2018, as of August 3, 2018 and as of March 1, 2019 (collectively, the "Existing Agreement"), between Texas State Affordable Housing Corporation ("TSAHC") and the lending institution (the "Lender") named in the original Mortgage Origination Agreement. References herein to the "Agreement" refer to the Existing Agreement, as amended by this Amendment. Capitalized terms used in this Amendment and not otherwise defined shall have the meaning set forth in the Existing Agreement or the Program Guidelines (as defined in the Existing Agreement).

WHEREAS, the Existing Agreement sets forth terms and conditions relating to the Lender's participation in the Programs; and

WHEREAS, Section 17 of the Existing Agreement permits TSAHC (in its sole discretion) to amend the Existing Agreement with prior written notice to the Lender, provided that any such amendment does not adversely affect any Mortgage Loan for which a reservation has been previously made; and

WHEREAS, TSAHC has determined that this Amendment does not adversely affect any Mortgage Loan for which a reservation has been previously made; and

WHEREAS, TSAHC is amending Section 7(e)(iii)(a) of the Existing Agreement to set forth new provisions for the reimbursement of Down Payment Assistance to the Lender.

NOW, THEREFORE, the Existing Agreement is amended as follows:

Section 1. Amendment of Section 7(e)(iii)(a). Section 7(e)(iii)(a) is hereby amended to read in its entirety as follows:

"(a) The Lender will fund the Down Payment Assistance at Closing on behalf of TSAHC, to the Eligible Borrower in the form of a subordinate lien mortgage loan (the "DPA Second Loan") from TSAHC to the Eligible Borrower, in accordance with the document forms provided by TSAHC and any further requirements and procedures set forth in the Program Guidelines. The Lender shall record or cause to be recorded the DPA Second Loan deed of trust at the Closing of the Mortgage Loan. The Lender will submit the DPA Second Loan post-closing compliance package to TSAHC no later than 5 days after Closing of the Mortgage Loan and in accordance with the Program Guidelines. TSAHC shall reimburse the Lender for the funding of the DPA Second Loan in accordance with Section 8(c) of this Agreement; provided that:

1. If the related Mortgage Loan is prepaid in full prior to the Lender's sale of such Mortgage Loan, TSAHC shall assign any repayment proceeds of the related DPA Second Loan to the Lender and shall release the lien of the DPA Second Loan; and
2. If, after sale of the related Mortgage Loan to the Servicer, the Lender is required to repurchase such Mortgage Loan in accordance with any Program Document, then the

Lender shall repurchase the related DPA Second Loan from TSAHC (or other holder of the DPA Second Loan) at a price equal to the outstanding principal amount thereof.”

IN WITNESS WHEREOF, the undersigned, as President of TSAHC, is duly authorized to execute this Amendment on behalf of TSAHC.

Texas State Affordable Housing Corporation

By:  _____
David Long, President