

AMENDMENT
to
COMMITMENT TO PURCHASE FINANCIAL INSTRUMENT
and
SERVICER PARTICIPATION AGREEMENT

This Amendment to Commitment to Purchase Financial Instrument and Servicer Participation Agreement (this "Amendment") is entered into and effective as of April 1, 2015, by and between Federal National Mortgage Association, a federally chartered corporation, as financial agent of the United States ("Program Administrator") and the undersigned party ("Servicer").

Recitals

WHEREAS, the U.S. Department of the Treasury (the "Treasury") has established a Making Home Affordable Program ("MHA") pursuant to sections 101 and 109 of the Emergency Economic Stabilization Act of 2008 (the "Act"), as section 109 of the Act has been amended by section 7002 of the American Recovery and Reinvestment Act of 2009;

WHEREAS, Treasury has established a variety of programs (the "Programs") under MHA, including, but not limited to, the Home Affordable Modification Program ("HAMP"), to stabilize the housing market by facilitating loan modifications and making other foreclosure prevention services available to the marketplace;

WHEREAS, Fannie Mae and Freddie Mac (collectively, the "GSEs") have required their servicers to modify eligible loans owned, securitized or guaranteed by each GSE ("GSE Loans") in accordance with GSE HAMP requirements ("GSE Services");

WHEREAS, Servicer elected to participate in the Programs with respect to loans not owned, securitized or guaranteed by the GSEs and accordingly entered into a Commitment to Purchase Financial Instrument and Servicer Participation Agreement with the Program Administrator (the "Commitment"; and together with all documents incorporated therein by reference, and all amendments and modifications thereto, the "Agreement") under which Servicer performs certain Services as that term is defined in the Agreement;

WHEREAS, pursuant to the Agreement, Servicer executed and delivered Service Schedule A-1, under which Servicer elected to participate in HAMP; and

WHEREAS, the Program Administrator and Servicer desire to amend the Commitment in order to provide for Services under Service Schedule A-1 with respect to certain GSE Loans, as more particularly described below.

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, the Program Administrator and Servicer agree as follows:

Agreement

1. Definitions

A. Capitalized terms used but not defined herein, including, but not limited to, as defined in the Recitals to this Amendment, shall have the meanings ascribed to them in the Agreement.

2. Amendments

A. The Seventh Recital in the Commitment is hereby deleted in its entirety and replaced with the following:

WHEREAS, Fannie Mae and Freddie Mac approved servicers are being authorized through their respective servicing guides, announcements and bulletins, instructions and requirements (collectively, and as amended from time to time, the “GSE Servicing Guides”) to perform certain Services (authorized by the GSEs) hereunder with respect to mortgage loans owned, securitized, or guaranteed by Fannie Mae or Freddie Mac (the “GSE Loans”); and, accordingly, this Agreement does not apply to any other GSE Services provided to the GSEs under their respective GSE Servicing Guides;

B. The introductory clause to Section 1.B. is amended to read as follows: “Subject to Sections 2.D. and 10.C.,”.

C. Section 2.B. is amended to add the following as the final sentence in such Section:

“Servicer shall not have the foregoing obligations with respect to the GSEs and GSE Loans.”

D. Section 2.D. of the Commitment is hereby deleted in its entirety and replaced with the following:

D. Fannie Mae and Freddie Mac each has authorized Servicer through the GSE Servicing Guides to perform certain Services with respect to GSE Loans under this Agreement and Service Schedule A-1 (“GSE SPA Services”). This Agreement does not apply to any GSE Services provided to the GSEs under their respective GSE Servicing Guides that do not also constitute GSE SPA Services.

E. The following is added to the Commitment as Section 12.D:

D. Other than the Recitals and Section 2.D. above, all references to “Freddie Mac” in the Commitment, the Financial Instrument and the Certifications shall be deemed to refer to either (1) Freddie Mac, in its capacity as financial agent of the United States and compliance agent of the Programs or, (2) if Freddie Mac does not act as compliance agent with respect to Services performed on GSE Loans,

such other third party as Treasury may designate to act as compliance agent with respect to Services performed on GSE Loans. Other than the Recitals and Section 2.D. above, all references to “Fannie Mae” in the Commitment, the Financial Instrument and the Certifications shall be deemed to refer to Fannie Mae, in its capacity as financial agent of the United States and Program Administrator of the Programs.

3. Representations and Warranties

A. Servicer represents and warrants to the Program Administrator, Freddie Mac and Treasury, as of the date hereof, that Servicer has the full corporate power and authority to enter into, execute, and deliver this Amendment.

4. Miscellaneous

A. The Recitals set forth at the beginning of this Amendment are true and accurate and are incorporated herein by this reference.

B. All references to the “Commitment” and the “Agreement” (or words of similar effect) in the Commitment, the Agreement, any document issued or delivered thereunder, and any amendment or modification thereto (including, without limitation, the Service Schedules, Financial Instrument, Assignment and Assumption Agreement(s), Certifications and Program Documentation) (collectively, the “Related Documents”), shall mean the Commitment and the Agreement, each as amended hereby.

C. Except as expressly set forth herein, all of the terms and provisions of the Agreement and the Related Documents are and shall remain in full force and effect.

D. Any provision of this Amendment 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 this Amendment, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.

E. This 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 Amendment shall be treated as originals for all purposes.

[SIGNATURE PAGE FOLLOWS; REMAINDER OF PAGE
INTENTIONALLY LEFT BLANK]

In Witness Whereof, Servicer and Program Administrator by their duly authorized officials hereby execute and deliver this Amendment as of the date first written above.

[SERVICER]

FANNIE MAE, solely as Financial Agent of the United States

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TEMPLATE