

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by and between the Fair Housing Center of Central Indiana (the “FHCCI”) and Old National Bank (“ONB” or the “Bank”). The FHCCI and ONB are hereafter at times referred to collectively as the “Parties.”

RECITALS

WHEREAS, on October 6, 2021, the FHCCI filed a lawsuit against ONB in the United States District Court for the Southern District of Indiana, case number 1:21-cv-02594-JPH-MJD, alleging that ONB was engaged in a pattern and practice of illegal and discriminatory residential mortgage lending in violation of the Fair Housing Act as described in greater detail in the First Amended Complaint (docket number 17) (the “Matter”);

WHEREAS, at all times ONB has denied, and continues to deny, the allegations made by the FHCCI, denies that it has violated any fair lending or other laws, and maintains that it has been and remains committed to treating all customers fairly and to engaging in lending practices in a manner that ensures compliance with the Fair Housing Act and is consistent with safe and sound banking operations;

WHEREAS, the FHCCI recognizes and supports the commitments made by ONB in this Agreement as critical to increasing access to homeownership in majority-Black neighborhoods across Marion County and will work cooperatively with ONB to advance the Parties’ shared goals; and

WHEREAS, the Parties desire to resolve the Matter voluntarily and without further litigation and, to that end, have agreed to the following terms by which the Matter may be fully and finally resolved without any determination or admission of liability and have agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS OF THE SETTLEMENT AGREEMENT

Based upon the foregoing recitals, which are incorporated herein by this reference, it is hereby agreed by the Parties to this Agreement that:

I. ADDITIONAL DEFINITIONS

The following definitions apply to this Agreement:

- a. “Agreement” means this Settlement Agreement.
- b. “Majority-Black census tract” means any census tract in which Black residents constitute more than 50% of the population at the time of the 2019 American Community Survey five-year estimate.
- c. “CRA” means the Community Reinvestment Act of 1977, as amended, 12 U.S.C. §§ 2901 *et seq.*
- d. “ECOA” means the Equal Credit Opportunity Act, as amended, 15 U.S.C. §§ 1691 *et seq.*
- e. “FHA” means the Fair Housing Act of 1968, as amended, 42 U.S.C. §§ 3601 *et seq.*
- f. “Effective Date” means the date of the signature of the last signatory to this Agreement.
- g. “Marion County” means Marion County, Indiana.

II. NONDISCRIMINATION

- 1. The Purpose of this Agreement is to amicably resolve the Matter.
- 2. ONB will take reasonable steps consistent with safety and soundness obligations, including, but not limited to, those identified in this Agreement, to offer and provide its residential mortgage lending products and services in majority-Black census tracts in Marion

County on a no less favorable basis than in majority-white census tracts in Marion County to facilitate equal opportunity to access and obtain credit from the Bank. Nothing in this Agreement will require ONB to make any illegal, unsafe or unsound loans or to require loans to be originated or priced based upon the race of the applicant. In the event of substantive market changes, the Parties agree to work together in good faith to modify this Agreement as may be warranted.

III. LENDING PRODUCTS, SUBSIDIES AND LOAN ORIGINATION

3. For purposes of this Agreement, the Bank’s activities will address and support residential mortgage lending practices in Marion County, Indiana.

A. Physical Expansion to Serve Majority-Black Census Tracts

4. The Bank will use commercially reasonable efforts to open two new Loan Production Offices (“LPOs”) located in majority-Black census tracts in Marion County. Each of these LPOs will have signage that is visible to, and a location that is easily accessible to, the general public. The Bank will maintain regular business hours during which members of the public can access loan services at each LPO.

- a. One LPO will be opened within 6 months of the Effective Date in the West side of Indianapolis, in a majority-Black census tract.
- b. A second LPO will be opened within 12 months of the Effective Date in the Far East Side, Meadows, or Martindale-Brightwood neighborhoods (collectively, the “East side”) of Indianapolis, in a majority-Black census tract.

5. Subject to regulatory approval, ONB will use commercially reasonable efforts to convert the two LPOs referenced in the preceding paragraph into full-service branches, including a full-service automated teller machine and offering the complete range of services offered at

other ONB full-service branches, including the acceptance of first-lien residential mortgage loan applications.

- a. The LPO on the West side of Indianapolis will be converted into a branch within 15 months of its opening.
 - b. The LPO on the East side of Indianapolis will be converted into a branch within 24 months of its opening.
6. Within 90 days of the Effective Date, the Bank will assign two Community Development Mortgage Loan Officers (“MLOs”) and one Community Development Outreach Specialist to actively solicit applications from potential borrowers in majority-Black census tracts in Marion County. These MLOs and the Outreach Specialist will be located at the LPOs when they open, and at the branches upon conversion as applicable.

B. Loan Subsidy Fund

7. The Bank will invest a minimum of \$1.1 million in a loan subsidy program to support residential mortgage loans to qualified applicants in majority-Black census tracts in Marion County, as described in Paragraph 8. The loan subsidy fund may be used for down payment assistance, closing cost assistance, mortgage insurance premiums, interest rate decreases, and any other appropriate assistance measures. No applicant may receive a total subsidy under this Agreement that is greater than \$10,000 per loan.

8. Through the loan subsidy fund, the Bank will subsidize loans made to “qualified applicants.” A “qualified applicant” is any applicant who: (1) qualifies for a loan under the Bank’s underwriting standards and (2) applies for a loan secured by residential property located in a majority-Black census tract in Marion County that serves or will serve as the applicant’s primary residence.

9. No provision of this Agreement, including any loan subsidy or equivalent program, requires the Bank to engage in any unsafe or unsound practice or to make a loan to a person who is not qualified for the loan; however, the Bank may choose to apply more flexible underwriting standards or advantageous loan products with its programs under this Agreement, including through the development of a Special Purpose Credit Program that is intended to help Black applicants and residents of majority-Black census tracts qualify for loans that are more affordable than terms generally available from ONB. The Bank's underwriting standards applied to residents of majority-Black census tracts must be no less favorable than the standards applied in majority-white census tracts. At the same time, no provision of this Agreement imposes an obligation on the Bank to apply underwriting standards to applicants that are more favorable than the standards otherwise applied by the Bank.

C. Home Manager Loan Product

10. The Bank will continue to offer its "Home Manager Mortgage" product as revised in the form found in Exhibit A. Material features of the product include:

- a. Loan-to-Value ratio of up to 97%
- b. No private mortgage insurance required
- c. 30-year term
- d. Maximum front end debt-to-income ratio no lower than 31%
- e. Maximum back end debt-to-income ratio no lower than 41%
- f. Available to any resident of Marion County for a purchase of a single family house in Marion County which will be used as the primary residence of the purchaser.

11. The Bank has made the following clarifications and changes to the Home Manager Mortgage product:

- a. The Home Manager Mortgage product will be available to qualified borrowers without regard to whether the borrower qualifies for or could otherwise obtain another mortgage product; and
- b. Both citizens and lawful residents of the United States will be eligible for the product.

D. Expanded Lending Program in Majority-Black Census Tracts

12. The Bank will use commercially reasonable efforts to originate at least \$20 million in loans secured by residential properties in majority-Black census tracts in Marion County during the term of this Agreement. These loans may, but need not, be subsidized by the loan subsidy programs created pursuant to this Agreement and may, but need not, be originated using the Home Manager Mortgage product described in this Agreement.

E. Affordable Multifamily Loan Commitment

13. The Bank will use commercially reasonable efforts to originate \$7.5 million in loans during the term of this Agreement for the development of new multifamily housing located in Marion County that will be affordable to households earning less than 60% of the area median income.

14. The Bank will provide the FHCCI with the number and amount of all such loans made during the previous 12 months as part of its annual update reporting referenced in Section IV.

F. Neighborhood Stabilization and Community Development Grants

15. As set forth herein, ONB (either directly or through its foundation) will contribute \$1.3 million in the form of: (i) grants to nonprofit organizations located in Marion County to support neighborhood stabilization, homebuyer education, and efforts to overcome housing barriers in majority-Black census tracts in Marion County; and (ii) grants to Community Development Corporations (“CDCs”) located in Marion County to support services related to home repair and home rehabilitation, homeownership counseling, financial education, credit repair, or other activities related to residential mortgage credit, homeownership homebuyer education, and efforts to overcome housing barriers in majority-Black census tracts in Marion County.

16. The funds referenced in the preceding paragraph shall be distributed in the approximate amounts of \$700,000 in the first year of this Agreement and \$600,000 in the second year of this Agreement, with commercially reasonable efforts made to distribute the funds in March of each calendar year.

17. The Parties agree to work together in good faith to determine: (i) grant recipients and (ii) the method of distribution (*i.e.*, directly from ONB or through the FHCCI). However, in the event of disagreement, each Party shall have the following rights:

- a. The FHCCI shall have the right to direct that grants be distributed to any or all of the following organizations, in such amounts it may deem appropriate: (i) The Ross Foundation; (ii) Family Promise of Greater Indianapolis; (iii) Central Indiana Realtist Association (CIRA); (iv) United Northeast CDC/Alliance for Northeast Unification; (v) Martindale-Brightwood CDC; and (vi) NeighborLink Indianapolis.

- b. ONB shall have the right to distribute each grant directly to any organization, provided that it shall reference the fact that the grant is being made pursuant to the terms of its Agreement with the FHCCI.

G. Fair Lending Education

18. Within 30 days of the Effective Date, the Bank will donate \$350,000 to the FHCCI to support the mission of the FHCCI, to include the development and distribution of fair lending educational materials and programs.

19. At the conclusion of each year of this Agreement, the FHCCI will provide ONB with a report regarding the use of these funds.

H. Marketing

20. The Bank will advertise its residential mortgage loan products, including the Home Manager Mortgage and the loan subsidy fund, to Black consumers and residents of majority-Black census tracts in Marion County, and will target advertising to increase awareness of the Bank's loan products in an effort to generate mortgage loan applications from qualified applicants in these census tracts. The Bank's advertising may include print media, radio, internet advertising, television, direct mail, and any other appropriate medium.

21. The Bank will create point-of-distribution materials, such as posters and brochures, targeted toward Black borrowers and residents of majority-Black census tracts to advertise products and services. The Bank will place or display these promotional materials in all of its branch offices and at various distribution points through its partners and grantees.

22. The Bank will spend at least \$300,000 over the term of the Agreement on targeted marketing and advertising to Black borrowers and residents of majority-Black census tracts in the Indianapolis assessment area.

IV. REPORTING

23. The Bank will provide the FHCCI with an annual update reporting on progress made with respect to its compliance with the terms of Section III.

V. SELF-EVALUATION AND TRAINING

A. Redlining Assessments

24. Within 120 days of the Effective Date, the Bank will retain an independent third party consultant or law firm to complete a detailed evaluation of the Bank's activities as they relate to fair lending and lending to Black and Hispanic applicants and in majority-Black and Hispanic census tracts in Evansville, Indiana; Louisville, Kentucky; Ft. Wayne, Indiana; and Minneapolis, Minnesota. The evaluation will include: (1) a review and recommended revisions, as necessary, of the Bank's fair lending policies and practices; (2) an analysis of the Bank's policies and practices related to selecting and maintaining branch locations including consideration of areas that are majority-Black and Hispanic; (3) an analysis of loan officers' solicitation of applications, training, and oversight; (4) an analysis of marketing efforts that serve Black and Hispanic borrowers and majority-Black and Hispanic census tracts; (5) an analysis of HMDA data considering loan applications and originations by race and national origin (Hispanic); (6) consideration of the Bank's investments in majority-Black and Hispanic census tracts; (7) an analysis of existing fair lending compliance; and (8) recommendations for improvement, including periodic analyses of mortgage underwriting, pricing and redlining risk. The results of the assessment will be discussed with the FHCCI and its input will be encouraged with respect to future actions.

25. Within 180 days of the Effective Date, the Bank will create a Fair Lending Plan of proposed actions resulting from the recommendations in the assessment.

26. The Bank will discuss its Fair Lending Plan and proposed actions with the FHCCI for the FHCCI's input before finalization and implementation of the Plan.

B. Fair Lending Training

27. Within 120 days of the Effective Date, and on an annual basis thereafter for the duration of this Agreement, the Bank will provide annual training to all employees with substantive involvement in residential mortgage lending, marketing, or fair lending or CRA compliance, or to employees who have management responsibility over such employees; senior management with fair lending and advertising oversight; and members of the Board of Directors (collectively, the "Relevant Bank Staff and Officials") regarding the Bank's obligations under fair lending laws. It will cover the fair lending laws, various developments regarding fair lending, and the terms of this Agreement. The Bank will implement a system for each Relevant Bank Staff or Official to acknowledge that he or she completed the training described herein, and will confirm to the FHCCI that it has provided the training to all Relevant Bank Staff and Officials as part of its annual reporting to the FHCCI in Paragraph 23.

28. The Bank will bear all costs associated with the training.

VI. CONTRIBUTION AND ATTORNEYS' FEES

29. In consideration for full settlement and resolution of any and all damages, attorneys' fees, and costs claimed by the FHCCI in connection with the Matter, the Bank shall pay or cause to be paid: (i) a contribution of \$125,000 to the FHCCI; and (ii) \$375,000 to Relman Colfax PLLC for payment of all FHCCI attorneys' fees and costs associated with the Matter (collectively, the "Payment"). These funds are in addition to the donation described in Paragraph 18 and any other funds due from the Bank under this Agreement.

30. As a condition precedent to the Bank paying or causing to be paid the amounts specified in Paragraph 29, the FHCCI and Relman Colfax PLLC will each deliver a completed IRS Form W-9 to counsel for the Bank. The Bank shall cause the Payment to be delivered within 1 business day of the latter of the Effective Date or its receipt of all Forms W-9.

31. The contribution shall be transmitted via overnight check or wire to: Amy Nelson, Fair Housing Center of Central Indiana, 445 N Pennsylvania St. #811, Indianapolis, IN 46204.

32. The payment for attorneys' fees shall be transmitted via overnight check or wire to: John P. Relman, Relman Colfax PLLC, 1225 19th St., NW, Suite 600, Washington, DC 20036.

VII. COMMUNICATIONS

33. Within 1 business day after the Effective Date, the FHCCI shall submit a letter to the Federal Reserve Board stating that the Matter has been satisfactorily resolved and that it does not object to the contemplated merger of equals between ONB and First Midwest Bank.

VIII. DISMISSAL OF COMPLAINT

34. Within 3 business days after receipt of the Payment, the FHCCI shall voluntarily dismiss the First Amended Complaint with prejudice by filing a notice of dismissal with prejudice in accordance with Federal Rule of Civil Procedure 41(a)(1)(A)(i).

IX. RELEASES

35. As of the Effective Date, the FHCCI and all of its subsidiaries, successors, legal representatives, estates, agents, heirs, assigns, servants, board members, officers, executives, employees and all other persons or entities acting for, by or through it, does hereby fully and forever discharge, release and acquit ONB and all of its subsidiaries, successors, legal

representatives, estates, agents, heirs, assigns, servants, board members, officers, executives, employees and all other persons or entities acting for, by or through it, from any claim, duty, obligation, right, benefit, or cause of action of any kind, including claims for unspecified damages, relating to or arising from the Matter, whether presently known or unknown, suspected or unsuspected, raised or not, contingent or mature, that it may possess on account of or arising from any omissions, acts or facts that have occurred up until and including the date of this Agreement.

36. As of the Effective Date, ONB and all of its subsidiaries, successors, legal representatives, estates, agents, heirs, assigns, servants, board members, officers, executives, employees and all other persons or entities acting for, by or through it, does hereby fully and forever discharge, release and acquit the FHCCI and all of its subsidiaries, successors, legal representatives, estates, agents, heirs, assigns, servants, board members, officers, executives, employees and all other persons or entities acting for, by or through it, from any claim, duty, obligation, right, benefit, or cause of action of any kind, including claims for unspecified damages, relating to or arising from the Matter, whether presently known or unknown, suspected or unsuspected, raised or not, contingent or mature, that it may possess on account of or arising from any omissions, acts or facts that have occurred up until and including the Effective Date of this Agreement.

X. ADMINISTRATION

37. The requirements of this Agreement will remain in effect for 3 years following the Effective Date.

38. To the extent permitted by law, ONB will notify the FHCCI of any development that may materially affect compliance obligations arising under this Agreement, including but

not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Agreement; the filing of any bankruptcy or insolvency proceeding by or against ONB; or a change in ONB's name or address. ONB will provide this notice as soon as practicable after learning about the development, but in any case at least 30 days before the development is finalized.

39. In the event ONB seeks to transfer or assign all or part of its operations, and the successor or assignee intends on carrying on the same or similar use, as a condition of sale, ONB will obtain the written acquiescence of the successor or assignee to assume any obligations remaining under this Agreement for its remaining term.

40. The Parties hereto understand and agree that this Agreement is entered into by the Parties solely for the purpose of compromising and settling the matters in dispute. The Parties hereto further understand and agree that this Agreement and the performance of the terms described herein do not constitute, nor shall they be construed as or represented to any person as, an admission of liability, responsibility, wrongdoing, or violation of law with respect to the Matter.

41. Except as specifically provided for herein, each of the Parties to this Agreement shall bear its own attorneys' fees and costs arising out of and/or relating to the Matter.

42. Each provision and term of this Agreement shall be interpreted in such a manner as to be valid and enforceable. In the event any provision or term of this Agreement is determined to be, or is rendered, invalid or unenforceable, all other provisions or terms of this Agreement shall remain unaffected to the extent permitted by law.

43. The Parties shall endeavor, in good faith, to resolve informally any differences regarding interpretation of and compliance with this Agreement prior to bringing such matters to a court for enforcement of the Agreement and resolution.

44. The Parties acknowledge that they have been represented by independent counsel of their own choice throughout all discussions that preceded the execution of this Agreement and that they have participated in the drafting and preparation of this Agreement. This Agreement shall be deemed to have been jointly drafted and no provision herein shall be interpreted or construed for or against any Party because such Party drafted or requested such provision, or this Agreement as a whole.

45. No amendment or modification of this Agreement shall be valid and/or enforceable unless it is in a writing signed by each of the Parties.

46. All notices required or permitted hereunder shall be in writing and shall be served on each Party at the respective mailing addresses or e-mail addresses set forth below. If sent by overnight delivery, notice shall be deemed delivered 1 business day after deposit with a nationally recognized overnight courier. Personal delivery shall be deemed delivered upon the date the same was actually delivered. E-mail notices shall be deemed delivered the day the same was sent, provided that the sender has retained a copy and the same was properly sent.

a. Notices to the FHCCI shall be sent to:

Fair Housing Center of Central Indiana
Attention: Amy Nelson
445 N Pennsylvania St. #811
Indianapolis, IN 46204
anelson@fhcci.org

and to:

Sara K. Pratt
Relman Colfax PLLC
1225 19th Street, NW
Suite 600
Washington, DC 20036
spratt@relmanlaw.com

- b. Notices to ONB shall be sent to:

Old National Bank
Attention: Jeffrey L. Knight, Chief Legal Counsel
One Main Street
Evansville, Indiana 47708
jeff.knight@oldnational.com

and to:

Anand S. Raman
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Ave., N.W.
Washington, DC 20005-2111
anand.raman@skadden.com

47. This Agreement shall be construed in accordance with the laws of the State of Indiana, without giving effect to conflict of law principles. Any action in regard to this Agreement or arising out of its terms and conditions shall be instituted and litigated in the State of Indiana.

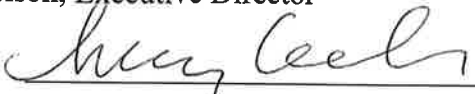
48. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, expectations and discussions of or between the Parties, whether oral or written, and there are no representations or other agreements between the Parties respecting the subject matter hereof.

49. The Parties hereby agree that this Agreement may be executed in one or more counterparts (and electronic or facsimile signatures may be deemed to be an original signature for all purposes), each one of which shall be deemed to be an original, equally admissible in evidence, but all of which shall constitute one and the same instrument.

This Settlement Agreement is hereby entered into and executed by:

FAIR HOUSING CENTER OF CENTRAL INDIANA

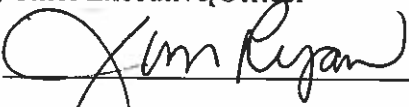
By: Amy Nelson, Executive Director

Signature: 

Date: 12/16/2021

OLD NATIONAL BANK

By: Jim Ryan, Chief Executive Officer

Signature:  _____

Date: December 16, 2021

Exhibit A

Home Manager Product

Product	Fixed Rate Financing (adjustable rate mortgages not offered)
Loan Purpose Overview	Home Manager loans are intended to provide financing to low-to-moderate income, first time home buyers, for the purchase of a primary residence.
Borrower Criteria / First Time Home Buyer	<p>*Must have completed First Time Home Buyer Education:</p> <p>Borrowers under the Home Manager program must be First Time Home Buyers, as defined by the department of Housing and Urban Development (HUD), must meet the low-to-moderate income guidelines, must have down payment assistance from an approved provider or a subsidy of Old National Bank, and must successfully complete a Home Ownership Counseling Program prior to loan closing.</p> <p>Additionally, the borrower must establish a Home Manager Account prior to closing and, when feasible, utilities should be paid automatically from this Home Manager Account along with the auto-pay of the Home Manager Loan.</p>
Down Payment Sources	<p>Down payment and funding assistance for the Home Manager loan product is generally provided through a Down Payment Assistance (DPA) program from an eligible ONB DPA, Old National Bank or an approved not-for-profit Community Partner, with or without a forgivable second mortgage. When this vehicle is used as the down payment source, there is no maximum combined-loan-to-value (CLTV) restriction.</p> <p>The seller may provide assistance, up to a total of six percent (6%) of the purchase price. These funds must be contributed towards buyer-paid closing costs, prepaid interest, and/or escrow, and, with the exception of a not-for-profit Community Partner or Old National Bank subsidy, may not be used as part of the down payment.</p> <p>A not-for-profit Community Partner may provide the DPA and act as the seller for a rehabilitated single-family residence.</p> <p>In the event down payment assistance from an approved Community Partner or Old National Bank is not available at the time of application (for example, if funding from approved Community Partner(s) has been exhausted for the current time period, or if there are no approved Community Partners in the respective market), down payment assistance may be sourced solely from borrower cash on hand, immediate family gift funds and/or agency grants provided that all of the following conditions are met:</p> <ul style="list-style-type: none"> • The Home Manager product may be offered by all trained residential mortgage originators. <p>*In the case of agency grants, they may be advanced with or without a forgivable second mortgage and no maximum combined-loan-to-value (CLTV) will apply.</p>

Home Manager Product

Income	Low to moderate income is defined as a household with income of 80% or less of the “Area Median Income” for the respective MSA. Information regarding “Area Median Income”, by market area, can be found at the following link: https://ami-lookup-tool.fanniemae.com/amilookuptool/
Eligible Property Type	Primary Residence SFR attached or detached Warrantable condo and site condo
Ineligible Property Type	Manufactured Home Cooperatives Non warrantable Condo No Multi Family Properties Investment Time Share Vacation or second home
Occupancy	Owner Occupied ONLY Non Owner Occupant NOT ALLOWED
Geographic Location	Property must be in bank footprint
Eligible Borrowers	US Citizen Permanent Resident Aliens Non-Permanent Resident Aliens “Inter Vivos” Trusts
Ineligible Borrowers	U.S. Citizens employed abroad Directors of Old National Bank Reg O Bank Officers
Loans Per Borrower	One (1) Home Manager Product
Property Inspections	The residence to be purchased using Home Manager financing must undergo a whole house inspection and pest inspection prior to closing, with any major repairs or safety items corrected by the seller prior to closing <ul style="list-style-type: none"> a. The whole house inspection may be provided by an independent inspector or by the not-for-profit agency if deemed to be a full inspection of the property addressing safety, soundness and security items b. Termite and pest inspections may be waived when warranted for the northern regions (colder climates) of the bank’s footprint c. New construction and / or newly built homes (e.g. Habitat) would also allow for home and termite or pest inspections to be waived (homes are built to city and county codes, use of new materials, treated lumber, etc.)

Home Manager Product

<p>Credit Score and DTI Parameters</p>	<p>Home Manager loans shall be underwritten manually.</p> <p>Borrowers must meet all of the following criteria for approval under this program:</p> <p>a. Maximum primary housing expense to gross income ratio not to exceed 31%</p> <p>b. Maximum total obligations to gross income ratio not to exceed 41% or 43% as below:</p> <p>c. Minimum Credit bureau score using the lower middle credit bureau score as outlined below:</p> <table border="1" data-bbox="477 447 1300 548"> <thead> <tr> <th>CBR Score</th> <th>Maximum Back-End Ratio</th> </tr> </thead> <tbody> <tr> <td>600-660</td> <td>41%</td> </tr> <tr> <td>> 660</td> <td>43%</td> </tr> </tbody> </table>	CBR Score	Maximum Back-End Ratio	600-660	41%	> 660	43%
CBR Score	Maximum Back-End Ratio						
600-660	41%						
> 660	43%						
<p>Borrower Minimum Contribution</p>	<p>Contribute a minimum of five hundred dollars (\$500) of their own funds within the transaction. (some DPA overlays may require higher minimum)</p>						
<p>Additional Underwriting Criteria</p>	<p>a. Should a credit bureau report be unavailable for the borrower, the underwriter may use non-traditional sources of credit. Such non-traditional sources of credit must be selected according to the guidelines outlined in Exhibit 5.03B.</p> <p>b. All judgments must be paid in full.</p> <p>c. All tax liens must be paid in full.</p> <p>d. Individual collections and/or charge off accounts of \$300 or more must be paid in full.</p> <p>e. Should the aggregate amount of all collections and charge offs be greater than or equal to \$1,000, all collection and/or charge off accounts must be paid in full.</p> <p>f. Demonstrated satisfactory repayment experience (if any) on <u>previous loans with Old National Bank</u>:</p> <ul style="list-style-type: none"> • No unpaid charge-offs. • No previous repossessions (redemptions permissible). • No current force-placed insurance balance. <p>g. Demonstrated satisfactory handling of any current or previous depository accounts with Old National Bank evidenced by no current overdrafts. This is defined as no unpaid charge offs (principal or fees) from an overdraft situation and all accounts must not be in overdraft at the time of application as well as at closing.</p> <p>h. If the borrower currently pays rent, demonstrates an acceptable rent payment history, with no +30 day late rent payments made in last twelve (12) months.</p> <p>i. Income must be verified.</p> <p>It is generally preferable that a borrower's payment shock (defined as the proposed new PITI mortgage payment divided by borrower's current housing payment) not exceed 100% if there are any exceptions to the Minimum Underwriting Criteria.</p>						
<p>Automatic Underwriting System Requirements</p>	<p>No AUS required for Home Manager Related Products</p>						

Home Manager Product

Prior Bankruptcy	<p>Applicants who have previously filed bankruptcy, or participated in a foreclosure or short sale, may be approved under the Home Manager program, provided that</p> <p>(i) the borrower has reestablished an acceptable credit history since the event,</p> <p>(ii) and the time elapsed since respective event meets the follow minimums:</p>	
	Event	Minimum Passage of Time Requirement
	Chapter 7 Bankruptcy	4 Years from Discharge or Dismissal Date
	Chapter 11 Bankruptcy	4 Years from Discharge or Dismissal Date
	Chapter 12 Bankruptcy	4 Years from Discharge or Dismissal Date
	Chapter 13 Bankruptcy	2 Years from Discharge or 4 Years from Dismissal
	Multiple Bankruptcy Filings (if more than one filing within past 7 years)	5 Years from Most Recent Discharge or Dismissal Date
	Foreclosure	7 Years from Completion Date of Foreclosure
	Short Sale	4 Years from Completion
	<p>The above guidance notwithstanding, borrowers on whom the bank has sustained a loss that was not fully repaid are <u>not</u> eligible for financing under the Home Manager program.</p>	
Maximum Loan Amount	<p>There is no set maximum loan amount for the Home Manager program, as the low-to-moderate income guidelines and the maximum DTI limits will ensure the loan amounts remain within the product parameters.</p>	
Loan-to-Value Limits	<p>The maximum loan-to-value for any Home Manager loan shall be 97%.</p>	
Appraisal	<p>Conventional appraisals supporting Home Manager Loans must meet all regulatory and bank policy requirements, and must be prepared by an ONB-approved appraiser.</p>	
Private Mortgage Insurance	<p>PMI shall not be required on Home Manager Loans</p>	
Escrows	<p>Escrows for homeowner's insurance and property taxes required. No exceptions</p>	

Home Manager Product

<p>Policy Exceptions</p>	<p>Any exception(s) to the Minimum Underwriting Criteria shall require approval of one individual from each of the two following categories:</p>	
	<p>Production</p>	<ul style="list-style-type: none"> - Mortgage Banking President, - Mortgage Risk Director, - CEO-Community Banking, or - President-Chief Operating Officer
<p>Credit</p>	<ul style="list-style-type: none"> - Residential Mortgage Portfolio Underwriting Manager, - Community Lending Chief Credit Officer, or - Chief Credit Executive 	
<p>Such approval shall be documented using the Home Manager Policy Exception Approval Memorandum (See Exhibit 5.03A).</p> <p>In order to properly manage the risk in the Home Manager portfolio, exceptions to the Minimum Underwriting Criteria should generally not exceed 20% per quarter, calculated based on the dollar amount of new loans originated during the respective quarter.</p> <p>The Home Manager product may be offered by all trained residential mortgage originators.</p>		