

4 (4)

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

HOME PROGRAM CONTRACT #1000600
OWNER OCCUPIED ASSISTANCE
SECOND AMENDMENT

CFDA 14.239 HOME INVESTMENT PARTNERSHIPS PROGRAM
Awarding Federal Agency: U.S. Department of Housing and Urban Development
Award Number: M 06 SG 48-0100
Award Year: 2006
HUD Entity Type: State Recipient

Section 1

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas (Department) and POLK COUNTY (Administrator), a Texas Corporate and Political Body, do hereby contract and agree to amend the original contract by and between the parties, effective 4/17/2006, and identified on Department's records as HOME Contract #1000600 (Contract).

Section 2

The parties hereby agree to amend Section 3(A), Department Obligations, of the contract by adding the following:

- 6. The Certification of Contract Completion must be completed and submitted within sixty (60) days after the contract expiration period.

Section 3

The parties hereby agree to increase the payments and other obligations under the Contract by amending Section 3(B), Department Obligations, of the contract to read as follows:

- B. In addition to base funds provided, due to cost increases in building materials demonstrated as a result of the disasters in Texas and the Gulf States, the Governing Board of the Department at their meeting in February 1, 2007 provided additional funds to assist this Administrator in carrying out the contract that is the subject of this Second Amendment. Therefore, supported with valid expenses, in addition to the amount provided in the original contract the administrator may request supplemental funds to those identified in Section 3(B) equal to an amount not to exceed 9.09% or \$5,000 per home, whichever is less. The total supplemental fund available for costs related to construction is TWENTY SEVEN THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS AND SEVENTY THREE CENTS (\$27,272.73).

Section 4

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit A, Performance Statement, Section titled ADMINISTRATION, is amended to read as follows:

ADMINISTRATION

In addition to the funds identified in this section of the main contract, an Administrator, where administrator has expended increased funds as Approved by the Governing Board on February 1, 2007 and referenced in Section 3(B) above, may expend funds provided under this contract for reasonable administrative and planning costs directly related to this contract in an amount not to exceed 4% of the funds spent in relation to Section 3(B) above in an amount that is no more than **ONE THOUSAND NINETY DOLLARS AND NINETY ONE CENTS (\$1,090.91)**.

Section 5

The parties hereto agree that all other terms and written modifications of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Second Amendment. In the event any conflict in terms exists, this Second Amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

Section 6

This Second Amendment shall be effective on the date of execution.

Section 7

By signing this Second Amendment the parties expressly understand and agree that its terms shall become a part of the Contract as if they were set forth word for word therein. This Second Amendment shall be binding upon the parties hereto and their respective successors and assigns.

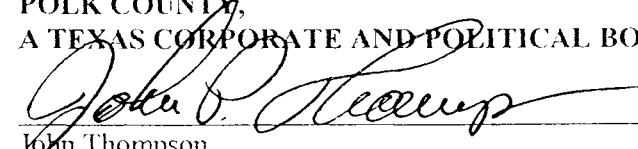
AGREED TO AND EXECUTED BY:

**TEXAS DEPARTMENT OF HOUSING
AND COMMUNITY AFFAIRS**

By: _____
Name: Michael Gerber
Title: Executive Director

Date: _____

**POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY**

By: 
Name: John Thompson
Title: County Judge

Date: 4.4.07

4(2)

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

HOME PROGRAM CONTRACT #1000762
OWNER OCCUPIED ASSISTANCE
FIRST AMENDMENT

CFDA 14.239 HOME INVESTMENT PARTNERSHIPS PROGRAM
Awarding Federal Agency: U.S. Department of Housing and Urban Development
Award Number: M 06 SG 48-0100
Award Year: 2006
HUD Entity Type: State Recipient

Section 1

The TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas (Department) and POLK COUNTY (Administrator), a Texas Corporate and Political Body, do hereby contract and agree to amend the original contract by and between the parties, effective 12/1/2006, and identified on Department's records as HOME Contract #1000762 (Contract).

Section 2

The parties hereby agree to amend Section 3(A), Department Obligations, of the contract by adding the following:

- 6. The Certification of Contract Completion must be completed and submitted within sixty (60) days after the contract expiration period.

Section 3

The parties hereby agree to increase the payments and other obligations under the Contract by amending Section 3(B), Department Obligations, of the contract to read as follows:

- B. In addition to base funds provided, due to cost increases in building materials demonstrated as a result of the disasters in Texas and the Gulf States, the Governing Board of the Department at their meeting in February 1, 2007 provided additional funds to assist this Administrator in carrying out the contract that is the subject of this First Amendment. Therefore, supported with valid expenses, in addition to the amount provided in the original contract the administrator may request supplemental funds to those identified in Section 3(B) equal to an amount not to exceed 9.09% or \$5,000 per home, whichever is less. The total supplemental fund available for costs related to construction is FIFTY FOUR THOUSAND FIVE HUNDRED FORTY FIVE DOLLARS AND FORTY FIVE CENTS (\$54,545.45).

Section 4

The parties hereto agree to amend the contract identified in Section 1 above so that Exhibit A, Performance Statement, Section titled ADMINISTRATION, is amended to read as follows:

ADMINISTRATION

In addition to the funds identified in this section of the main contract, an Administrator, where administrator has expended increased funds as Approved by the Governing Board on February 1, 2007 and referenced in Section 3(B) above, may expend funds provided under this contract for reasonable administrative and planning costs directly related to this contract in an amount not to exceed 4% of the funds spent in relation to Section 3(B) above in an amount that is no more than **TWO THOUSAND ONE HUNDRED EIGHTY ONE DOLLARS AND EIGHTY TWO CENTS (\$2,181.82)**.

Section 5

The parties hereto agree that all other terms and written modifications of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event any conflict in terms exists, this First Amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

Section 6

This First Amendment shall be effective on the date of execution.

Section 7

By signing this First Amendment the parties expressly understand and agree that its terms shall become a part of the Contract as if they were set forth word for word therein. This First Amendment shall be binding upon the parties hereto and their respective successors and assigns.

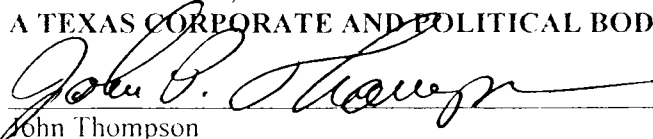
AGREED TO AND EXECUTED BY:

**TEXAS DEPARTMENT OF HOUSING
AND COMMUNITY AFFAIRS**

By: _____
Name: Michael Gerber
Title: Executive Director

Date: _____

**POLK COUNTY,
A TEXAS CORPORATE AND POLITICAL BODY**

By: 
Name: John Thompson
Title: County Judge

Date: 4.4.07