

SECOND AMENDMENT AND RENEWAL
OF
AMENDED AND RESTATED FACILITY OPERATION AND
MANAGEMENT SERVICES AGREEMENT
(60 Day Extension)

This SECOND AMENDMENT AND RENEWAL of the Amended and Restated Facility Operation and Management Services Agreement (hereinafter "O&M Renewal") is entered into by and between **POLK COUNTY, TEXAS** (hereinafter "County") and **MANAGEMENT & TRAINING CORPORATION** (hereinafter "MTC" or "Operator") to be effective as of February 1, 2017.

WHEREAS, the County is the owner of that certain facility known as the "IAH Detention Center" (hereinafter, the "Facility"). The Facility is operated under the terms of the Amended and Restated Facility Operation and Management Services Agreement (the "O&M Agreement") dated as of November 1, 2015, as amended February 1, 2016, which is currently scheduled to expire on February 1, 2017;

WHEREAS, the County and the Operator have agreed to extend the term of the O&M Agreement for an additional sixty (60) day term;

WHEREAS, this O&M Renewal is not intended to, and shall not release any person or entity from any obligations established or incurred under prior operation and management agreements for the Facility, except to the extent specifically superseded or released by this O&M Renewal's express terms; and

WHEREAS, the entering into of this O&M Renewal is found to be in the best interests of the parties, the efficient and safe operation of the Facility, and the public.

NOW, THEREFORE, the parties hereto agree as follows:

1. In accordance with Article II, "Term", Section 2.01, the O&M Agreement is hereby extended for a sixty (60) day renewal term expiring on April 1, 2017.

2. The County and Operator acknowledge and confirm the existence of that certain Amended and Restated Agreement Regarding Protective Advances and Forbearance dated as of February 1, 2016, by and among the County, the Operator, IAH Public Facility Corporation and U.S. Bank National Association, solely in its capacity as Trustee, as further extended pursuant to that certain Extension thereto dated as of January 27, 2017 and executed substantially contemporaneous with this O&M Renewal (as the same may be amended from time to time, the "Amended Forbearance Agreement"). All references to the term "Forbearance Agreements" set forth in the O&M Agreement shall hereinafter be deemed to be references to the Amended Forbearance Agreement.

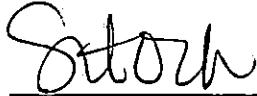
3. Except as amended hereby, the terms and conditions of the O&M Agreement, as heretofore amended, shall remain unchanged.

SIGNED this 24th day of January, 2017.

“COUNTY”

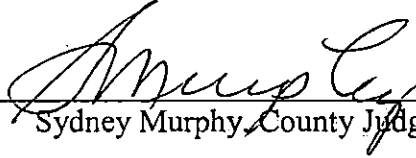
ATTEST:

POLK COUNTY, TEXAS



County Clerk

By:



Sydney Murphy, County Judge

“OPERATOR”

MANAGEMENT & TRAINING CORPORATION

ATTEST:

By: _____
Print Name: _____
Title: _____

Corporate Secretary

EXTENSION
OF
AMENDED AND RESTATED AGREEMENT
REGARDING PROTECTIVE ADVANCES AND FORBEARANCE
(60 Day Extension)

This **EXTENSION** of Amended and Restated Agreement Regarding Protective Advances and Forbearance (hereinafter "Forbearance Agreement Renewal") is entered into as of January 27, 2017, by and among IAH PUBLIC FACILITY CORPORATION, a non-profit public corporation and instrumentality of Polk County, Texas ("PFC"), POLK COUNTY, TEXAS, a political subdivision of the State of Texas ("County"), MANAGEMENT & TRAINING CORPORATION, a Delaware corporation (hereinafter "MTC" or the "Operator") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, solely in its capacity as indenture trustee for holders of the Bonds ("Trustee") and not in its individual capacity.

WHEREAS, the Trustee and PFC are parties to that certain Trust Indenture dated as of November 1, 2004 (as supplemented by the First Supplemental Indenture dated as of December 1, 2006, as amended and restated pursuant to that certain Amended and Restated Trust Indenture dated as of November 1, 2015 and as further supplemented or amended from time to time, the "Indenture"), pursuant to which PFC issued its \$24,215,000 Project Revenue Bonds, Taxable Series 2004 and \$24,820,000 Project Revenue Bonds, Taxable Series 2006 (collectively, the "Bonds"), to finance the construction and equipping of a 1054-bed jail facility (the "Project") located in Polk County, Texas; and

WHEREAS, PFC leased the Project to the County pursuant to that certain Lease Agreement (with Option to Purchase) dated as of November 1, 2004 (as amended by that certain First Amendment to Lease Agreement dated as of December 1, 2006, as amended and restated pursuant to that certain Amended and Restated Lease Agreement dated as of November 1, 2015 and as further supplemented or amended from time to time, the "Lease"), between the Issuer, as lessor, and the County, as lessee, and the Rental Payments and Rental Payments Deposits (each as defined in the Lease) made by the County under the Lease, together with the funds held by the Trustee under the Indenture, support debt service payments on the Bonds; and

WHEREAS, in connection with certain existing Events of Default under the Indenture, the Issuer, the County, MTC and the Trustee entered into that certain Amended and Restated Agreement Regarding Protective Advances and Forbearance dated as of February 1, 2016 (the "Forbearance Agreement"); capitalized terms used by not defined herein shall have the meanings set forth in the Forbearance Agreement; and

WHEREAS, the "Forbearance Period" as defined in Section 11 of the Forbearance Agreement expires on February 1, 2017, and the County, the PFC, MTC and the Trustee desire to amend the Forbearance Agreement to extend such date and the term of the Forbearance Agreement for an additional sixty (60) days pursuant and subject to the terms and conditions of this Extension.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the County, PFC, the Operator and the Trustee hereby agree as follows:

1. Subject to the terms of Section 2 hereof, the “Forbearance Period” as defined in Section 11 of the Forbearance Agreement is amended to delete the date “February 1, 2017” and replace the same with the date “April 1, 2017.”

2. The legal effectiveness of this Extension is conditioned on the execution and delivery by the County and the Operator of the O&M Renewal in the form of Annex A attached hereto, on or before February 1, 2017, pursuant to which the term of the MTC O&M Agreement will be extended to April 1, 2017.

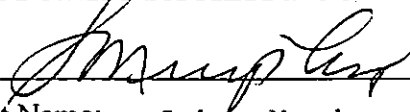
3. The County, the PFC, MTC and Trustee acknowledge and confirm that except as expressly amended by this Extension, the terms and conditions of the Forbearance Agreement shall remain unchanged and nothing herein shall constitute a waiver of any Events of Default including, but not limited to, the Existing Events of Default, or any compromise of any rights or claims that the Trustee may hold against any person or entity under the Bond Documents.

4. This Extension may be simultaneously executed in several counterparts, including by facsimile or electronic (PDF) signatures, each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

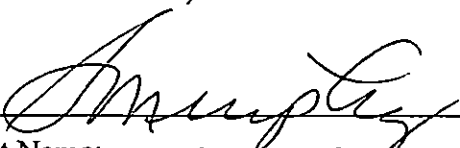
(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Extension as of the date first above written.

IAH PUBLIC FACILITY CORPORATION

By: 
Print Name: Sydney Murphy
Title: President
Date: January 24, 2017

POLK COUNTY, TEXAS

By: 
Print Name: Sydney Murphy
Title: County Judge
Date: January 24, 2017

**U.S. BANK NATIONAL ASSOCIATION,
as Indenture Trustee**

By: _____
Print Name: _____
Title: _____
Date: _____

MANAGEMENT & TRAINING CORPORATION

By: _____
Print Name: _____
Title: _____
Date: _____

ANNEX A
(Attach O&M Renewal)