

SECOND AMENDMENT TO THE MOVING TO WORK AGREEMENT

This Second Amendment to the Moving to Work Agreement (“Second Amendment”) is entered into by and between the United States of America through the U.S. Department of Housing and Urban Development (“HUD”) and The Housing Authority of the City of Atlanta, Georgia (“AHA”) and is effective as of January 16, 2009. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Restated Agreement (defined below).

BACKGROUND

AHA and HUD are parties to that certain Amended and Restated Moving To Work Agreement, executed November 13, 2008 (the “Restated Agreement”). Section V.A.7 of Attachment D of the Restated Agreement provides, in part, that AHA will suspend new investments of MTW Funds in real estate developments owned by private entities or other third parties which are the subject of the “Use of MTW Funds” Implementation Protocol listed in Attachment E, until the earlier of (i) the date on which HUD communicates to AHA that the reliance upon the “Use of MTW Funds” Implementation Protocol is reauthorized or (ii) the date that AHA and HUD enter into an amendment to this Amended and Restated Agreement which clarifies the use of MTW Funds. The purpose of this Second Amendment is to reinstate AHA’s ability to invest MTW Funds in real estate transactions pursuant to its “Use of MTW Funds” Implementation Protocol and to reaffirm that AHA’s MTW Funds may be used for MTW Eligible Activities, as defined in the Restated Agreement.

AGREEMENT

1. **Definitions and Components of AHA’s Restated Agreement.** The term “AHA Agreement Components” shall include this Second Amendment, and this Second Amendment shall be deemed a part of AHA’s Restated Agreement.
2. **Use of MTW Funds.** AHA and HUD acknowledge that Section 204(a) of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. L. 104-134) provides that an agency participating in the MTW demonstration program may combine public housing operating and capital funds provided under Section 9 of the U.S. Housing Act of 1937 (the “1937 Act”) and voucher program funds provided under Section 8 of the 1937 Act “to provide housing assistance for low-income families, as defined in section 3(b)(2) of the [1937 Act], and services to facilitate the transition to work on such terms and conditions as AHA may propose and the Secretary may approve.”

AHA and HUD further acknowledge that the terms of the agreement under which AHA participated in the MTW demonstration program prior to the Amended and Restated MTW Agreement (the “Original MTW Agreement”) did not state that the use of such combined public housing operating and capital funds and voucher program funds (collectively, “MTW Funds”) was restricted to those uses specified in Sections 8 and 9 of the 1937 Act.

AHA and HUD hereby agree that they do not intend for the Restated Agreement to limit or restrict the authority to use MTW Funds as provided by the Original MTW Agreement, that notwithstanding any language to the contrary, those provisions in the Restated Agreement or its attachments that restrict the use of funds to Sections 8 and 9 are repealed, and AHA may use MTW Funds to provide housing assistance for low-income families, as defined in section 3(b)(2) of the 1937 Act, and services to facilitate the transition to work, whether or not any such use is authorized by Sections 8 or 9 of the 1937 Act, provided such uses are consistent with other requirements of the MTW statute as set forth at Section 204 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (Pub. L. 104-134, 110 Stat. 1321-281 through 284) [i.e., including but not limited to the requirements to maintain a comparable mix of families and serve substantially the same number of families as would have been assisted if AHA were not in the MTW demonstration, assuring that housing assisted under the demonstration meets housing quality standards established or approved by the Secretary, that at least 75 percent of the families assisted be very low income families, that AHA has established a reasonable rent policy that is designed to encourage employment and self-sufficiency by participating families, that the requirements of sections 12 of the 1937 Act are applied to any housing assisted under the demonstration other than housing assisted solely because of occupancy by families receiving tenant-based assistance, and that Section 18 of the 1937 Act shall continue to apply to public housing notwithstanding the use of the housing under the demonstration] and such uses, if outside of Section 8 or Section 9 of the 1937 Act or Attachments D and E of the Restated Agreement, have been proposed in AHA's Annual MTW Plan and approved by HUD.

Notwithstanding the above and subject to Attachments D and E of the Restated Agreement, such funds remain Federal funds, and are subject to any and all other Federal requirements outside of the 1937 Act (e.g., including but not limited to Appropriations Acts, competitive HUD notices of funding availability under which the Agency has received an award, state and local laws, Federal statutes other than the 1937 Act, and OMB Circulars and requirements), as modified from time to time.

3. **Reinstatement of "Use of MTW Funds" Implementation Protocol.** HUD hereby agrees that AHA is authorized to rely upon and to invest in real estate transactions using MTW Funds in accordance with AHA's "Use of MTW Funds" Implementation Protocol. Notwithstanding anything herein to the contrary, HUD further reaffirms that AHA is authorized to use its MTW Funds for MTW Eligible Activities as described in the Restated Agreement.
4. **Certification and Concurrence.** AHA hereby certifies to HUD that the initial public hearing and consultation process for Restated Agreement contemplated the "Use of MTW Funds" Implementation Protocol and that the authorized representative of AHA has obtained all necessary AHA board approval to execute this Second Amendment. AHA and HUD further acknowledge and agree that the reinstatement of the "Use of MTW Funds" Implementation Protocol is contemplated as part of the Restated

Agreement. HUD concurs that no further public hearing or consultation is needed with respect to this Second Amendment.

5. **Status of Restated Agreement.** Except as modified in this Second Amendment, the Restated Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

THE HOUSING AUTHORITY OF THE
CITY OF ATLANTA, GEORGIA

By: [Signature]

Its: President and CEO

Date: 1/12/2009

UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

By: [Signature]

Its: GDAS / OPIH

Date: 1/16/2009