

**SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT  
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)**

**THIS AMENDMENT TO AGREEMENT**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and **REACH, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 733 Red Mile Road, Lexington, Kentucky 40504 (hereinafter referred to as (hereinafter referred to as ‘SUBRECIPIENT’)).

**WHEREAS**, Government and Grantee entered into an Agreement dated July 2, 2024 (“Agreement”), in which the SUBRECIPIENT was allocated \$110,000 in federal funds from the United States Department of Housing and Urban Development's (hereinafter referred to as “HUD”) HOME Investment Partnerships Program (CFDA 14.239) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number M-23-MC-21-0201 awarded August 16, 2023;

**WHEREAS**, GOVERNMENT and SUBRECIPIENT previously entered into a First Amendment in which the Duration of the Agreement was amended; and

**WHEREAS**, SUBRECIPIENT has requested amendments to update language in multiple parts of the Agreement; and

**WHEREAS**, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

**WHEREAS**, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as a part of this Amendment.
2. Article I of the Agreement, Part A., titled **Use of HOME Funds**, section 1 shall be amended to read as follows:
  - “1. The SUBRECIPIENT agrees to implement a First-Time Homebuyers Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92, and in accordance with the guidelines adopted and approved by the GOVERNMENT, which are incorporated herein as Exhibit A, HOME First-Time Homebuyer Assistance Guidelines, dated March 20, 2026, except as otherwise specified in this agreement and the Program Design adopted and approved by the Government, which is incorporated herein as Exhibit B.”
3. ARTICLE I, Part E, titled Maximum Per Unit Subsidy, shall be amended to read as follows:

“For eligible first-time home buyers below 80% of median income, the maximum home purchase subsidy may be \$50,000. The HOME subsidy may be used to fund acquisition costs up to 106% of fair market value including eligible closing costs.

The minimum HOME subsidy cannot be less than \$1,000. All incomes shall be verified within six months of closing. The SUBRECIPIENT shall fully document the need for the subsidy.”

4. ARTICLE I, Part J, titled **Additional Provisions**, section 3, shall be amended to read as follows:

“As stated in Section 92.254(a)(2)(iii) of the Final Rule published on July 24, 2013, HUD issues annual homeownership value limits for HOME PARTICIPATING JURISDICTIONS. Effective December 1, 2025, the SUBRECIPIENT shall insure that the maximum fair market value for a new unit does not exceed \$347,000, and the maximum fair market value of an existing unit shall not exceed \$271,000 for FY26. This limit remains in effect until HUD issues a new limit.”

5. ARTICLE II, Part B titled Fair Housing and Equal Opportunity shall be amended to read as follows:

“In furtherance of non-discrimination requirements of federal anti-discrimination law, and to the extent permitted by law, SUBRECIPIENT agrees, to the maximum extent possible, to afford minorities and women, as well as minority- and women-owned businesses, the opportunity to participate in the performance of this Agreement, in accordance with the Fair Housing Act (42 U.S.C. 3601-3620) and implementing regulations at 24 CFR Part 100-115; Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259) (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) and implementing regulations at 24 CFR Part 107; Title VI of the Civil Rights Act of 1964, as Amended (42 U.S.C. 2000d et seq) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1; and Age Discrimination Act of 1975, as Amended (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146; and the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Exhibit E”

6. ARTICLE III, Part E shall be amended to read as follows:

“The GOVERNMENT agrees to fund approved first-time homebuyers in the form of non-repayable loans as described in the HOME First-Time Homebuyer Assistance Guidelines, dated March 20, 2026. The Government will prepare and close all HOME loans for the SUBRECIPIENT. The HOME funds must be available at the closing.”

7. In all other respects, except as specifically modified herein, the terms of the Agreement dated July 2, 2024, as previously amended, which are not inconsistent with the provisions of this Amendment shall remain in full force and effect with respect to the provisions outlined therein.

**IN WITNESS WHEREOF**, the parties executed this Amendment the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY \_\_\_\_\_  
Linda Gorton, Mayor

**ATTEST:**

\_\_\_\_\_  
Clerk of Urban County Council

**REACH, INC.**

BY \_\_\_\_\_  
Elisa Cooley, Executive Director