First Amendment to Property Disposition Agreement

THIS FIRST AMENDMENT ("**Amendment**"), made as of the 2nd day of April, 2010, is entered into by and between **THE DISTRICT OF COLUMBIA**, a municipal corporation, acting by and through the Department of Housing and Community Development (the "**District**") and **HABITAT FOR HUMANITY OF WASHINGTON, D.C., INC.**, a District of Columbia nonprofit corporation, **d/b/a/ D.C. HABITAT FOR HUMANITY** ("**Developer**").

WHEREAS, the District and Developer entered into that certain Property Disposition Agreement ("**Agreement**"), dated May 26, 2009 for those certain parcels of real property located in Washington, D.C. and identified and described on **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the District and Developer now wish to amend certain terms of the Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Developer agree to amend the Agreement as follows:

1. All capitalized terms not defined herein shall have the same meaning as those defined in the Agreement.

2. R-2, is hereby deleted in its entirety and replaced with the following:

   "District desires to convey the Property to Developer in accordance with this Agreement and pursuant to that certain disposition authority under D.C. Official Code §42-3171.03 (2008 Supp)."

3. The definition for "Resolution" in Article I Definitions is deleted in its entirety.

4. Article 3, Section 3.1.1(a) is hereby deleted in its entirety and replaced with the following:

   "The execution, delivery and performance of this Agreement by District and the transactions contemplated hereby between District and Developer shall have been approved by all necessary parties prior to Closing and District has the authority to dispose of the Property."

5. Article 6, Section 6.1.1, is hereby amended to extend the Closing Date to July 1, 2010.

6. The last sentence in Article 6, Section 6.1.2 is hereby deleted in its entirety.

7. Exhibit F, Schedule of Performance is hereby deleted in its entirety and replaced with **Exhibit B**, attached hereto and incorporated herein.

8. Exhibit G, Schedule of Affordable Units is hereby deleted in its entirety and replaced with **Exhibit C**, attached hereto and incorporated herein.

9. All other terms and conditions in the Agreement remain in full force and effect.

10. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one amendment. Execution and delivery of this Amendment by facsimile or email shall be sufficient for all purposes and shall be binding on all parties.

(Remainder of Page Intentionally Blank)

(Signature Page of Amendment)

IN WITNESS WHEREOF, the parties have signed this Amendment this ____ day of _____, 2010.

DISTRICT:

Approved for legal sufficiency:

DISTRICT OF COLUMBIA
Acting by and through the Department of Housing and Community Development

By: _____
Name: Lauren J. Buckner
Title: Assistant Attorney General for the Office of the Attorney General for the District of Columbia

By: _____
Name: Leila Finucane Edmonds
Title: Director, Department of Housing and Community Development

DEVELOPER:

HABITAT FOR HUMANITY OF WASHINGTON, D.C., INC., a District of Columbia nonprofit corporation

By: _____
Name: Kent Adcock
Title: President

EXHIBIT A

Legal Description

1812 Providence Street, NE

Lot 23 in Block 7 in a subdivision made by Frederick W. Jones of part of "Youngsborough" known as "Ivy City", as per plat recorded in Liber Levy Court 2 at folio 76 in the Office of the Surveyor for the District of Columbia.

Note: At the date hereof the above described land is designated on the Records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 23 in Square 4044.

Providence Street, NE

Lot 33 in Block 7 in a subdivision made by Frederick W. Jones of part of "Youngsborough" known as "Ivy City", as per plat recorded in Liber Levy Court 2 at folio 76 in the Office of the Surveyor for the District of Columbia.

Note: At the date hereof the above described land is designated on the Records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 33 in Square 4044.

Providence Street, NE

Lot 7 in Block 8 in a subdivision made by Frederick W. Jones of part of "Youngsborough" known as "Ivy City", as per plat recorded in Liber Levy Court 2 at folio 76 in the Office of the Surveyor for the District of Columbia.

Note: At the date hereof the above described land is designated on the Records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 7 in Square 4043.

1817 Providence Street, NE

Part of Lot 10 in Block 8 in a subdivision made by Frederick W. Jones of part of "Youngsborough" now known as "Ivy City", as per plat recorded in Liber Levy Court 2 at folio 76 in the Office of the Surveyor for the District of Columbia, and described in accordance with a plat of survey recorded in Survey Book 139 at page 365 of said Surveyor's Office records, as follows:

BEGINNING for the same at a peg on the easterly line of Providence Street at the southwest corner of said lot and running thence

Northwesterly along the easterly line of said street, 51.51 feet to a peg therein distant 32 feet southeasterly from the northwest corner of said lot; thence

Northeasterly and parallel with the northwesterly line of said lot, 69 feet to a peg; thence

Northwesterly and parallel with the said line of said street, 20.67 feet to a peg; thence

Northeasterly and parallel with the said northwesterly line of said lot, 51 feet to a peg in the northeasterly line of said lot; thence

Southeasterly along said northeasterly line, 18.63 feet to an old peg in the southerly line of said lot; thence along said southerly line

Southwesterly 131.80 feet to the point of beginning

Note: At the date hereof the above described land is designated on the Records of the Assessor of the District of Columbia for assessment and taxation purposes as Lot 803 in Square 4043.

EXHIBIT B

Schedule of Performance

Property Address	Developer Closing Date	Commencement of Construction	Rough-In Inspection	Completion of Construction	Final Completion	Developer Closing with Eligible Purchaser
1817 Providence Street, NE (Sq. 4043, Lot 0803)	On or before July 1, 2010	October 2010	January 2011	May 2011	June 2011	August 2011
1812 Providence Street, NE (Sq. 4044, Lot 0023)	On or before July 1, 2010	October 2010	January 2011	May 2011	June 2011	August 2011
Providence Street, NE (Sq. 4044, Lot 0033	On or before July 1, 2010	October 2010	January 2011	May 2011	June 2011	August 2011
Providence Street, NE (Sq. 4043, Lot 0007)	On or before July 1, 2010	October 2010	January 2011	May 2011	June 2011	August 2011

EXHIBIT C

Schedule of Affordable Units

Affordable Unit	Maximum AMI of Eligible Purchaser Affordability Level (% of AMI)	Initial Sales Price
Providence Street, NE (4043, 0007)- #1	40%	$175,000
Providence Street, NE (4043, 0007)- #2	40%	$175,000
1817 Providence Street, NE (4043, 0803)- #1	40%	$150,000
1817 Providence Street, NE (4043, 0803)- #2	40%	$150,000
1812 Providence Street, NE (4044, 0023)- #1	40%	$175,000
1812 Providence Street, NE (4044, 0023)- #2	40%	$175,000
Providence Street, NE (4044, 0033)- #1	40%	$175,000
Providence Street, NE (4044, 0033)- #2	40%	$175,000