

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER
SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT
OF 1974, AS AMENDED, 42 U.S.C. §5308**

Date of Contract _____

This Contract for Loan Guarantee Assistance ("Contract") is entered into between County of Fort Bend, Texas, as Borrower (the "Borrower"), and the Secretary of Housing and Urban Development ("Secretary"), as guarantor for the Guarantee made pursuant to section 108 ("Section 108") of title I of the Housing and Community Development Act of 1974, as amended (the "Act") and 24 CFR Part 570, Subpart M, of the promissory note executed contemporaneously herewith and numbered B-19-UC-48-0004 [City of Arcola Water Treatment Plant Project], in the Maximum Commitment Amount of \$3,384,000, and any amended note or note issued in substitution for such note and having the same note number (the "Note"). This is the first Contract under the Funding Approval ("Commitment") of the same number, which was approved by the Secretary on June 17, 2020 in the amount of \$3,384,000. The funds paid or credited to the account of the Borrower pursuant to the Note are referred to herein as the "Guaranteed Loan Funds." The Note (including the Fiscal Agency Agreement and the Trust Agreement as defined in Section I.A. of the Note and incorporated therein) is hereby incorporated into the Contract. Terms used in the Contract with initial capital letters and not otherwise defined in the text hereof shall have the respective meanings given thereto in the Note. The Fiscal Agency Agreement and the Trust Agreement are sometimes collectively referred to herein as the "Fiscal Agency/Trust Agreements," and the Fiscal Agent and the Trustee respectively are sometimes collectively referred to as the "Fiscal Agent/Trustee."

PART I

- A. The Note: Advances and Records.** The Note provides that Advances and Conversion Date Advances shall be made thereunder upon the written request of the Borrower and the approval of the Secretary, pursuant to this Contract and the Fiscal Agency Agreement. The Commitment Schedule attached to the Note represents the principal repayment schedule for the Maximum Commitment Amount of the Note. At all times, the total amount of all Advances and Conversion Date

THE UNDERSIGNED, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective as of the date of execution hereof on behalf of the Secretary.

County of Fort Bend, Texas
BORROWER

BY: K.P. George
(Signature)

K.P. George
(Name)

Fort Bend County Judge
(Title)

8.2.2022
(Date)

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

Kevin Bush
BY: Kevin Bush
(Signature)

Digitally signed by Kevin Bush
Date: 2021.10.13 08:57:29
-04'00'

Kevin J. Bush
(Name)

Deputy Assistant Secretary
for Grant Programs
(Title)

(Date)

THE UNDERSIGNED, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective as of the date of execution hereof on behalf of the Secretary.

County of Fort Bend, Texas

BORROWER

BY: 
(Signature)

Robert Ed Sturdivant

(Name)

Fort Bend County Auditor

(Title)

8/26/2022
(Date)

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

Kevin Bush

Digitally signed by Kevin Bush
Date: 2021.10.13 08:57:29
-04'00'

BY: _____
(Signature)

Kevin J. Bush

(Name)

Deputy Assistant Secretary
for Grant Programs

(Title)

(Date)