

**SECOND AMENDMENT TO
THE SUB-RECIPIENT AGREEMENT BETWEEN CITY OF MINOT (GRANTEE) AND
PROJECT BEE (SUB-RECIPIENT)
FOR THE CDBG-NATIONAL DISASTER RESILIENCE PROGRAM**

THIS SECOND AMENDMENT to the Subrecipient Agreement between the City of Minot (Grantee) and Project Bee (Subrecipient) for National Disaster Resilience Program funding to develop a Family Homeless Shelter with 6 (six) emergency shelter units for low and moderate-income (LMI) households is made and entered into effective as of 4 day of April, 2022 (the "Amendment Effective Date"), by and between the Grantee and Subrecipient (each a "Party" and collectively "the Parties").

WHEREAS, the City and Subrecipient entered into a Subrecipient Agreement (the "Agreement") to use National Disaster Resilience Program funding to develop a Family Homeless Shelter with 6 (six) emergency shelter units for low and moderate-income (LMI) households on November 23, 2021; and

WHEREAS, the Parties amended the Agreement December 20, 2021 designating the Grantee's primary contract manager as The NDR Program Manager, Period of Performance, Performance Goals, and other Timelines under the Agreement;

WHEREAS, the Grantee shall provide an additional \$306,675 in NDR grant funding increasing the total grant amount to \$2,213,532 due to HUD approval of NDR Substantial Amendment 7 effective March 23, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows, effective as of the Amendment Effective Date first written above:

The second paragraph on Page 1 of the Agreement under "Recitals" is hereby deleted and replaced in its entirety with the following:

WHEREAS, the Grantee wishes to engage Project BEE (Sub-Recipient) to assist the City in their efforts to increase the community's resilience by providing a newly constructed or rehabilitated building to house the city's first Family Homeless Shelter. The Grantee shall provide up to \$2,213,532 of the Grantee's Federal NDR award, pursuant to this Sub-Recipient Agreement ("the Agreement"); and

The paragraph on Page 4 of the Agreement regarding the "Contract Amount" is hereby deleted and replaced in its entirety with the following:

C. Contract Amount

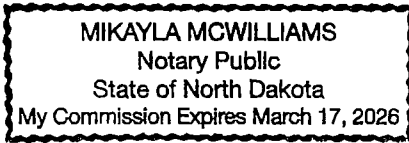
The City shall provide funding assistance to Sub-Recipient for this project in an amount not to exceed \$2,213,532 from CDBG-NDR funds to construct and operate 6 shelter housing units to serve as Family Homeless Shelter units, commercial kitchen, and food pantry. This amount constitutes the City's participation and obligation in the performance and completion of work to be performed under this Agreement. Funds shall be dispersed for actual eligible costs incurred in connection with this Agreement. Sub-Recipient understands that this Agreement is funded by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the City may terminate or amend this Agreement.

STATE OF NORTH DAKOTA)
COUNTY OF Ward) ss
)

On this 4th day of March, 2022 before me personally appeared
Shaun Sipma, known to me to be the person who is described in, and who executed
the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

Mikayla McWilliams



Notary Public, Ward County,
North Dakota.

My Commission Expires: March 17, 2026