

**SECOND AMENDMENT TO  
THE AGREEMENT BETWEEN CITY OF MINOT (GRANTEE) AND THE NORTH  
DAKOTA HOUSING FINANCE AGENCY(SUBRECIPIENT)  
FOR THE NATIONAL DISASTER RESILIENCE PROGRAM**

THIS SECOND AMENDMENT to the Subrecipient Agreement between the City of Minot (Grantee) and the North Dakota Housing Finance Agency (the Subrecipient or NDHFA) for National Disaster Resilience Program funding to provide funds to eligible low and moderate income (LMI) homebuyers to purchase affordable homes outside the FEMA identified flood plain is made and entered into effective as of 20 day of December, 2021 (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 provide funds to eligible low and moderate income (LMI) homebuyers to purchase a quality affordable home outside the FEMA identified flood plain on January 31, 2018; and

WHEREAS, the Parties desire to now amend the Agreement in the manner reflected herein to designate the Grantee's primary contract manager as The NDR Program Manager; and

WHEREAS, the Parties further desire to extend the time of performance under this contract to end on December 31, 2022; and

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:

Paragraph E, subparagraph a. on page 4 is hereby amended to extend the completion date of this agreement to December 31, 2022.

Paragraph G, subparagraph 1) on Page 5 of the Agreement is hereby deleted and replaced in its entirety with the following:

- 1) Grantee: City of Minot, Attn: NDR Program Manager, P.O. Box 5006, Minot, ND 58703;  
Phone: 701-857-4709;

This Amendment may be executed in one or more facsimile, electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Agreement" in this Amendment or the original Agreement shall also include the terms contained in the First and Second Amendments to the original Agreement. To the extent there should be any conflict between the terms of the Agreement and the Amendments to the agreement, the terms and provisions of the most recent Amendment shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement effective as of the Amendment Effective Date.

NORTH DAKOTA HOUSING FINANCE AGENCY

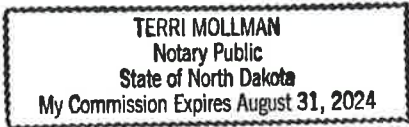
[Signature]

STATE OF NORTH DAKOTA )  
 ) ss  
COUNTY OF Burleigh )

On this 7<sup>th</sup> day of December, 2021 before me personally appeared David Flohr, 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)

[Signature]



Notary Public, Burleigh County,  
North Dakota.  
My Commission Expires: \_\_\_\_\_

**City of Minot**  
[Signature]  
Mayor

STATE OF NORTH DAKOTA )  
 ) ss  
COUNTY OF Ward )

On this 20 day of December, 2021 before me personally appeared \_\_\_\_\_, 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)

[Signature]



[Signature]  
Notary Public, Ward County,  
North Dakota.  
My Commission Expires: August 6, 2025