

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

THIS THIRD 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 the 31st day of December, 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") dated January 24, 2018, 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 City has amended the Agreement twice to date; once by an Amendment dated December 9, 2020 and titled Extension of Time of Performance and Clarification of Provisions for CDBG-DR requirements in Subrecipient Agreement between City of Minot and North Dakota Housing Finance Agency; and a second time by an Amendment dated December 20, 2021 and titled Second Amendment to the Agreement between City of Minot (Grantee) and the North Dakota Housing Finance Agency (Subrecipient) for the National Disaster Resilience Program; and

WHEREAS, the Parties desire to amend the Agreement to extend the time of performance under this contract to end on September 30, 2025; and

WHEREAS, the Parties desire to further amend the payment terms under the Agreement to accommodate the payment of a flat fee to the Subrecipient of fifty dollars (\$50.00) per collection of funds and submission to the City of Minot; and

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

Paragraph E, subparagraph a. on page 4 of the Agreement is hereby amended as follows:

- a. **TIME OF PERFORMANCE** The effective date of this agreement shall start on the 30th day of November, 2017 and end of the 30th day of September, 2025. The term of this Agreement and the provision herein may be extended as mutually agreed by both parties. The agreement and the provisions herein shall be extended to cover any additional time period during which the sub recipient remains in control of CDBG funds or other CDBG assets, including program income.

Paragraph F on page 5 of the Agreement is hereby amended to include the following language:

During the Subrecipient's monitoring of Tasks 10, 13, and 14, the Grantee shall be subject to a flat fee of fifty dollars (\$50.00) per collection of repayment funds made by the Subrecipient. When remitting funds to the Grantee, the Subrecipient shall reduce the amount of repayment funds to the Grantee by the flat fee of \$50.

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 Third Amendment to the Agreement effective as of the Amendment Effective Date.

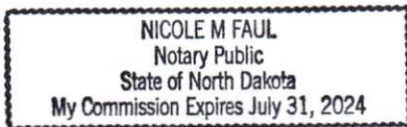
NORTH DAKOTA HOUSING FINANCE AGENCY

SIGNED: [Signature]
NAME: Brandon Dettlaff
TITLE: Director, Financial Programs

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Burleigh)

On this 28th day of December, 2022 before me personally appeared Brandon Dettlaff, 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)

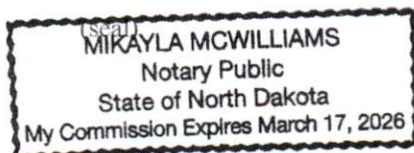


[Signature]
Nicole M. Faul
Notary Public, Burleigh County,
North Dakota.
My Commission Expires: 7-31-2024

CITY OF MINOT
[Signature]
Thomas Ross, Mayor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF Ward)

On this 3rd day of January, 2023 before me personally appeared Thomas Ross, 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.



[Signature]
Notary Public, Ward County,
North Dakota.
My Commission Expires: March 17, 2026