

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

THIS FOURTH AMENDMENT to the Subrecipient Agreement between the City of Minot, ND, a municipal corporation (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 30th day of September, 2025 (the "Fourth 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 "Original Agreement") dated January 24, 2018, to use National Disaster Resilience Program funding to provide funds to eligible 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 Original Agreement three times 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* (First Amendment); 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* (Second Amendment); and a third time by an Amendment dated December 31, 2022 and titled *Third Amendment to the Agreement between City of Minot (Grantee) and the North Dakota Housing Finance Agency (Subrecipient) for the National Disaster Resilience Program* (Third Amendment); and

WHEREAS, the Parties desire to amend the Original Agreement to extend the time of performance under this contract to end on September 30, 2029; and

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

Paragraph E, subparagraph a. on page 4 of the Original 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, 2029. 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.

This Fourth 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 Original Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Fourth Amendment, all references to the term "Agreement" in this Fourth Amendment or the Original Agreement shall also include the terms contained in the First, Second, and Third Amendments to the Original Agreement. To the extent there should be any conflict between the terms of the Original Agreement and

the four (4) Amendments to the Original Agreement, the terms and provisions of the most recent Amendment shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment to the Original Agreement effective as of the Fourth Amendment Effective Date stated above.

NORTH DAKOTA HOUSING FINANCE AGENCY

SIGNED

NAME: Brandon Dettlaff

TITLE: Executive Director

STATE OF NORTH DAKOTA)
COUNTY OF Burleigh) ss
)

On this 17 day of September, 2025 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)

KIM A BECKER
Notary Public
State of North Dakota
My Commission Expires May 25, 2028

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

CITY OF MINOT

Mark Jantzer, Mayor

STATE OF NORTH DAKOTA)
COUNTY OF Ward) SS

On this 7th day of October, 2025 before me personally appeared Mark Jantzer, 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
State of North Dakota
My Commission Expires March 17, 2026

Notary Public, Ward County,
North Dakota.

My Commission Expires: _____