

THIRD ADDENDUM TO MODERATE INCOME HOUSING GRANT AGREEMENT

This Third Addendum to the Moderate Income Housing Grant Agreement (“Third Addendum”) between the City of Sedgwick, Kansas (“Grantee”), 520 N. Commercial, Sedgwick, Kansas 67135, and Kansas Housing Resources Corporation (“KHRC”), is effective May 20, 2026 (“Effective Date”).

WHEREAS, KHRC administers the Moderate Income Housing (“MIH”) program through the State Housing Trust Fund (“SHTF”), which provides loans or grants to cities or counties for infrastructure or housing development in rural areas (“Eligible Activities”);

WHEREAS, Grantee and KHRC entered into the Moderate Income Housing Agreement executed on January 28, 2020 (the “Agreement”), under which KHRC agreed to allocate MIH program funds to Grantee, and Grantee agreed to use those funds to complete certain Eligible Activities as detailed in the Agreement, and which was amended by the parties pursuant to First Amendment to the Grant Agreement dated March 2, 2023 (“First Amendment”) and a Second Amendment to the Grant Agreement dated August 21, 2024 (“Second Amendment”) (the Grant Agreement, First Amendment, and Second Amendment are collectively referred to hereinafter as the “Agreement”);

WHEREAS, Grantee now requests to modify the Eligible Activities to provide for certain changes as set forth herein, and KHRC is agreeable to the requested changes; and

WHEREAS, the parties desire to modify the Agreement to provide for the above-referenced amendment and otherwise to ratify and confirm the Agreement in its entirety.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the parties agree as follows:

1. Paragraph 2 a. of the Agreement shall be and is hereby amended to allow Grantee to sell Lot 1 in the Redbarn Farms Subdivision to the buyer identified by Grantee to be used as rental housing, so long as Grantee ensures the unit constructed on said lot is made available as rental housing under all terms and conditions of the MIH program as set out in the Agreement, including the requirements provided in Paragraph 8 of the Agreement. Any and all references in the Agreement to the use of the grant funds or the Eligible Activities shall also be modified to conform with this amendment.
2. Notwithstanding the foregoing, the parties agree that the amendment to the Agreement provided under this Third Addendum is contingent on the sale of Lot 1 in the Redbarn Farms Subdivision to the buyer identified by Grantee upon terms satisfactory to Grantee and in accordance with the MIH program requirements provided under the Agreement. In the event that sale is not completed on or before June 30, 2026, Grantee

shall notify KHRC of the same, and upon said notice, this Third Addendum shall be null and void without further action by the parties hereto.

3. All other terms and conditions of the Agreement are hereby ratified and affirmed. The parties reaffirm all certifications and representations made in the Agreement and understand that there has not been any waiver or modification of any of the terms or conditions of the Agreement except as expressly stated herein.
4. This Third Addendum along with the Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein. No alteration, modification, or change to this Third Addendum shall be valid unless executed in writing by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Third Addendum to the Agreement between Grantee and KHRC as of the date stated above.

GRANTEE: City of Sedgwick, Kansas

By: _____

Date: _____

KANSAS HOUSING RESOURCES CORPORATION

By: _____

RYAN S. VINCENT, EXECUTIVE DIRECTOR

Date: _____