

**THIRD AMENDMENT
to the
2024 AGREEMENT**

This Third Amendment to the 2024 Agreement between the City of Columbia, Missouri (“City”), and the Housing Authority of the City of Columbia, a municipal corporation of the State of Missouri (hereinafter “Agency”) and Providence Walkway Housing Development Group, LP, a Missouri Limited Partnership (hereinafter “Property Owner”) is made as of the date of the last signatory noted below (“Amendment Effective Date”).

RECITALS

- A. WHEREAS, on or about April 8, 2024, City, Property Owner and Agency entered into an Affordable Housing Funding Agreement (“2024 Agreement”); and
- B. WHEREAS, on or about December 3, 2024, City, Property Owner and Agency entered into a First Amendment to the 2024 Agreement; and
- C. WHEREAS, on or about November 4, 2025, City, Property Owner and Agency entered into a Second Amendment to the 2024 Agreement
- D. WHEREAS, the Parties hereto desire to formally amend the 2024 Agreement, as amended, with this Third Amendment (hereinafter “Third Amendment”) and desire to be bound by the terms contained in the 2024 Agreement as amended or supplemented by those terms contained in the First Amendment, Second Amendment and this Third Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2024 Agreement, as amended, as follows:

1. Sections 4 of the 2024 Agreement is hereby amended by adding the following subsection c. thereto:

“c. The City may, at its discretion, provide an advance disbursement of up to \$250,000 for eligible construction costs upon submission of a contractor pay application or other documentation reasonably acceptable to the City, prior to the Agency and/or the Property Owner incurring such expense, to support early start activities, as formally approved by the Missouri Housing Development Commission early start waiver. With regard to any advance disbursement, Agency and/or Property Owner must provide documentation of expenditures on a monthly basis. Such documentation shall include but not be limited to: payment request form; paid invoices; documentation of Davis-Bacon (if applicable) and state prevailing wage compliance; lien waivers from contractors, material suppliers, and subcontractors;

and copies of all contracts executed by the Agency and/or the Property Owner that include applicable requirements and regulations contained in this agreement.”

2. All other terms of the 2024 Agreement, as amended, shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment to the 2024 Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By:  _____
De'Carlon Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/bt

PROVIDENCE WALKWAY HOUSING DEVELOPMENT GROUP, LP
A Limited Partnership

By:  _____
[Randall Cole \(Feb 17, 2026 10:16:38 CST\)](#)
Randall Cole, Authorized Officer

Date: 02/17/2026

HOUSING AUTHORITY OF THE CITY OF COLUMBIA

By:  _____
[Randall Cole \(Feb 17, 2026 10:16:38 CST\)](#)
Randall Cole, Executive Director

Date: 02/17/2026