

When Recorded Return to:
Gayle S. Brownlee
WCDA
P.O. Box 634
Casper WY, 82602

Northern Wyoming Mental Health Center
0410600108

HOME AGREEMENT AMENDMENT

WHEREAS, the Wyoming Community Development Authority (the "WCDA"), entered into a HOME Agreement (the "Agreement") with **The Northern Wyoming Mental Health Center, Inc., A Wyoming Non-Profit Corporation** (the "Developer") dated **December 17, 1997** and recorded in the office of the County Clerk of **Sheridan** County, Wyoming on **December 19, 1997** as Instrument/Document No. **273278**; or in Book **389** at Page **606** and said Home Agreement modified **October 12, 1999** and recorded in the office of the County Clerk of **Sheridan** County, Wyoming on **January 18, 2012** as Instrument/Document No. **2012-693598** in Book **815** at Page **696** for a HOME Project located at **55 Mandell, Sheridan, Wyoming**, with a legal description as set forth on Exhibit "A" attached hereto; and

WHEREAS, the Agreement specifies an affordability period as required by 24 CFR Part 92, by the Home Investment Partnership Rules and Regulations of the United States Department of Housing and Urban Development ("HUD") (hereinafter the "HUD affordability period"); and

WHEREAS, the parties desire to amend the Agreement to clarify that they intended that the HUD affordability period required pursuant to 24 CFR part 92 would only apply to and be effective for the period of **10** years and then would terminate, while any additional WCDA affordability period would continue in effect after the HUD affordability period terminates; and

WHEREAS, the parties desire to specify certain terms of the Agreement that will not be in effect after the HUD affordability period terminates.

NOW THEREFORE in consideration of the mutual covenants and conditions set forth herein, the parties hereby amend the HOME Agreement as follows:

1. Paragraph 4. C. (1) of the Agreement is modified to read as follows:

"Term of the Agreement/Affordability Period: This Agreement shall be in effect for a term of **30** years from the date of Project completion. The affordability period as required by Home Investment Partnership Program Rules and Regulations as set forth in 24 CFR part 92 of the United States Department of Housing and Urban Development shall be **10** years and at the end of said period, the HUD affordability period as required in said rules and regulations shall terminate. Even though the HUD affordability period has terminated, this Agreement shall continue for an additional **20** years as committed to by the developer in its application for funding of the Project with the WCDA, the additional period to be known as the WCDA affordability period. Affordability periods committed to, as noted above, are only being satisfied when a project is in compliance. Any period of time that a project is not in compliance, the

project is not satisfying the affordability period requirement. Therefore, it is possible the original affordability period may be, or may have already been, extended to due non-compliance.

During the complete term of this Agreement the Developer shall maintain the Project as "affordable rental housing."

2. One purpose of this agreement is to identify, create and clarify a severance of the two separate Affordability Periods, wherein at the end of the HUD Affordability Period the Recapture Liability to HUD ceases and certain other requirements in the Agreement in the following paragraphs shall no longer apply:

- a. Paragraph 4. A. (11), Other Federal Requirements (except as may be required by other local, state and/or federal rules and regulations; and
- b. Paragraph 4. A. (13), Compliance with State Historic Preservation Requirements; and
- c. Paragraph 4. B. (5), Affirmative Marketing, subparagraphs (f) and (g) only; and
- d. Paragraph 4. C. (10), Conflict of Interest.

3. All other terms and conditions set forth in the Agreement not otherwise modified herein shall remain the same.

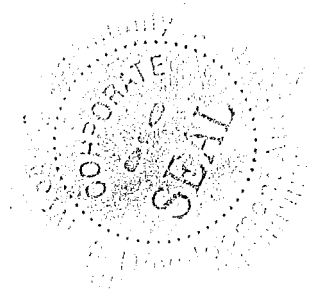
4. This Home Amendment Agreement shall be effective upon the date of the last party to execute this agreement.

**The Northern Wyoming Mental Health
Center, A WY Non-Profit Corp,**
Developer

Wyoming Community Development Authority,
an Instrumentality of the State of Wyoming

By: [Signature]
Its: Cydney Ruppel, NDMHC

By: [Signature]
Gayle S. Brownlee, Director of Federal Programs

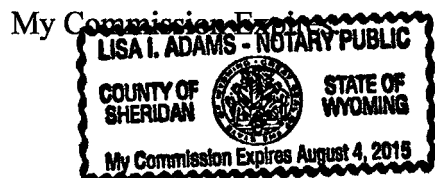




STATE OF Wyoming)
) SS.
COUNTY OF Sheridan)

This instrument was acknowledged before me on August 15, 2012
by Lynne Whittington, as Executive Director
of Northern Wyoming Mental Health.

Lisa I. Adams
NOTARY PUBLIC



STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

This instrument was acknowledged before me on August 16, 2012
by Gayle S. Brownlee, Director of Federal Programs of the Wyoming Community Development
Authority.

Candice Ohnstad
NOTARY PUBLIC

My Commission Expires:

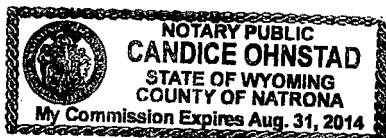




Exhibit "A"

Project Legal Description:

A PART OF LOT D AND LOT E, BLOCK 11, AND LOT B AND LOT E, BLOCK 12, CORRECTED PLAT OF GRINNELL ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS LOCATED SOUTH 00 DEGREES 00' 00" EAST 195.31 FEET FROM THE NORTHEAST CORNER OF LOT A, BLOCK 11; THENCE SOUTH 00 DEGREES 00' 00" EAST 120.69 FEET TO A POINT; THENCE SOUTH 89 DEGREES 54' 00" WEST 106.60 FEET TO A POINT; THENCE NORTH 25 DEGREES 54' 00" WEST 133.30 FEET TO A POINT; THENCE NORTH 08 DEGREES 56' 00" WEST 0.83 FEET TO A POINT; THENCE NORTH 89 DEGREES 57' 00" EAST 164.93 FEET TO THE POINT OF BEGINNING, ALL ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF SHERIDAN COUNTY, WYOMING.

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