

**AMENDMENT TO SERVICES AGREEMENT BETWEEN CITY OF MINOT AND  
BEYOND SHELTER, INC.**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made and entered into effective as of February 11, 2019 (the "Amendment Effective Date"), by and between The City of Minot, ND, a municipal corporation (the "City") and Beyond Shelter, Inc., a 501c3 non-profit corporation ("Developer") (each a "Party" and collectively "the Parties").

**WHEREAS**, the City and Developer entered into the Development Agreement (the "Agreement") dated June 18, 2015, and

**WHEREAS**, the Parties desire to amend the term for an additional four years and to also add new provisions to the original Development Agreement, and

**WHEREAS**, the City and Developer have approved the Amendment of the Agreement,

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **Term.** The sentence relating to the term of the Agreement (Part II C. Time of Performance, Page 2) is hereby amended to read as follows:

The term of the contract shall continue through December 31, 2022 with construction to be completed no later than September 30, 2022 and occupancy of the LMI units no later than December 31, 2022.

2. **New obligations of the Developer.** Section IV of the Agreement is hereby amended to add a Section L to read as follows:

**L. Restrictions on use of property.** Except for government imposed special assessments and any other government imposed taxes or fees, the Developer has represented as a condition of this amendment that there has been and will be no debt incurred, attached, guaranteed, or similar form of commitment to the property acquired pursuant to this original agreement and upon which development activity has not yet taken place which is identified as (insert legal description and property address), except for the purpose of carrying out development pursuant to the Agreement or upon written approval from the City.

Section IV of the Agreement is hereby further amended to add a Section M to read as follows:

**M. Other Development and Related Activities in the City of Minot.** Developer agrees during the term of this agreement to undertake no activities involving the construction or rehabilitation of uninhabited residential LMI units anywhere within the City of Minot city limits unless connected to this Development Agreement except upon written approval from the City of Minot prior to commencement of any such activity.

3. **Clarification of Developer Activities.** Exhibit A (CDBG-DR Agreement Project Description) is hereby amended to read as follows:

a. A paragraph is added between existing second and third paragraph to read: "Beyond Shelter, Inc. will also work with the Minot Housing Authority to identify potential tenants for the second phase project to include exploring options of utilizing the Minot Housing Authority's waiting list both to establish project feasibility and once constructed eligible tenant occupancy."

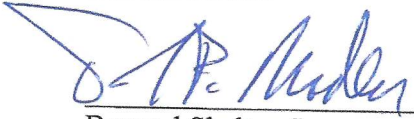
b. The current third paragraph to become the fourth paragraph with the above amendment to add a sentence at the end to read: "The City and the Developer acknowledge that subsequent to the acquisition of the described property that the Developer has divided the property with the parcel now to be used for the second phase identified as Lot 2, Block 1, Sunset Ridge Addition to the City of Minot, Ward County, North Dakota addressed as 1400 35<sup>th</sup> Avenue NW, Minot, ND.

c. A new paragraph is added at the end thus becoming the fifth paragraph as a result of these amendments to read: "The City and Developer shall meet quarterly each calendar year in which this agreement is effective to review and assess the market demand for LMI housing to adapt and adjust funding and construction plans including upon the city providing sufficient verifiable data demonstrating market feasibility for construction of Phase 2. Supported by underwriting and, if Developer deems as insufficient the market feasibility data provided by the city, then it may undertake a third party Phase 2 specific market demand study upon which the Developer will make application for Low Income Housing Tax Credits with the support of the city to be given for such application, and/or the Developer will agree to proceed should the city make available sufficient funds from its CDBG-NDR grant."

4. **Ratification.** 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 include the terms contained in this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to the Services Agreement effective as of the Amendment Effective Date.

 2-11-19  
Mayor, City of Minot Date

 12-20-18  
Beyond Shelter, Inc. Date  
By: Daniel P. Madler  
Its: CEO