

SECOND AMENDMENT AND MODIFICATION AGREEMENT

THIS SECOND AMENDMENT AND MODIFICATION AGREEMENT (the “Amendment”) is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (“City”), and **OPG GREEN VALLEY RANCH PARTNERS, LLC** a Colorado limited liability company, whose address is 254 N. Santa Fe Ave, Suite A, Salina, Kansas, 67401 (“Borrower” or “Contractor”). City and Borrower shall sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into a loan agreement dated October 23, 2020 and amended on March 10, 2021 (collectively, the “Loan Agreement”) for the City to provide gap financing to the Borrower in the principal amount of \$2,100,000.00 (the “Loan”) for the development and construction of 144 affordable multi-family dwelling units (the “Project”); and

WHEREAS, the Parties wish to amend and modify the terms and conditions of the Loan Agreement to increase the amount of the Loan.

NOW THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 1.A. of the Loan Agreement entitled **LOAN TO BORROWER** is replaced in its entirety by the following:

“Subject to the terms of this Loan Agreement, the City agrees to lend Borrower the sum of Two Million One Hundred Sixty Thousand Dollars and No/100 (\$2,160,000.00) (the “Loan”). In addition to this Loan Agreement, the Borrower will execute a promissory note in a form satisfactory to the City evidencing this Loan (the “Promissory Note”) and a Covenant (as defined in Section 6) securing the Property for use as affordable housing as required by Section 6 hereof. Simple interest at a rate of one percent (1%) per annum shall commence accruing on the outstanding principal balance of the Promissory Note on the date on which the first draw on the Loan is made.”

2. Except as herein amended, the Loan Agreement continues in effect, and is affirmed and ratified in each and every particular.

3. This Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: HOST-202161347-02 / HOST-202055465-02
Contractor Name: OPG Green Valley Ranch Partners, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

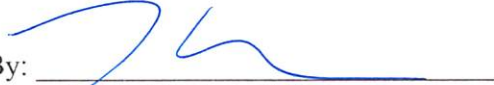
Contract Control Number:
Contractor Name:

HOST-202161347-02 / HOST-202055465-02
OPG Green Valley Ranch Partners, LLC

OPG GREEN VALLEY RANCH PARTNERS, LLC,
a Colorado limited liability company

By: OPG GVR Managers, LLC,
a Colorado limited liability company
Its: Managing Member

By: OPG Holding Company IV, LLC,
a Kansas limited liability company
Its: Sole Member

By: 
Name: Matthew Gillam
Title: Authorized Representative