

**THIRD AMENDMENT TO THE FUNDING AGREEMENT  
LEVITT PAVILION AT RUBY HILL**

**THIS THIRD AMENDMENT TO THE FUNDING AGREEMENT** (the “Amendment”), made and entered into by and among the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), **FRIENDS OF LEVITT PAVILION DENVER**, a Colorado nonprofit corporation (“**Levitt Denver**”), **MORTIMER & MIMI LEVITT FOUNDATION**, a New York not-for-profit corporation (the “**Foundation**”) and **LEVITT PAVILIONS**, a California nonprofit corporation (“**Levitt National**”). Levitt Denver, the Foundation, and Levitt National may sometimes be referred to herein collectively as the “**Levitt Parties**”. The City, Levitt Denver, the Foundation, and Levitt National may sometimes be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, the City entered into a Funding Agreement dated November 25, 2013; modified pursuant to the First Amendment to the Funding Agreement dated May 16, 2016 (the “Agreement”) with the Levitt Parties in order to make available Bond Proceeds (all defined terms not herein defined have the same meaning as in the Agreement) for the Project and to receive the Matching Funds from Levitt Denver for the construction by the City of the Project; and pursuant to the Second Amendment to the Funding Agreement dated October 23, 2019 which modified the repayment schedule for the repayment of the Remaining Matching Funds and agreed that they have negotiated in good faith to effect a solution which maximizes public benefit and ensures that prior investments are not forfeited; and

**WHEREAS**, the City and Levitt Denver desire to further modify the repayment schedule for the repayment of the Remaining Matching Funds to postpone certain payments and extend the schedule as a result of unforeseen adverse effects of the COVID-19 public health crisis.

**NOW, THEREFORE**, in consideration of the above, and the mutual promises and covenants contained herein, the City and the Levitt Parties agree as follows:

1. Section 3, “Matching Funds Payment and Related Responsibilities,” is modified to delete “Exhibit A-1” and instead refer to the schedule for repayment in Exhibit A-2, attached hereto and incorporated herein. All references in the Agreement to Exhibit A-1 shall instead reference Exhibit A-2.

2. The Executive Director of Parks and Recreation and the City's Chief Financial Officer, in their sole discretion, may determine to postpone, waive or partially waive the payment due for 2023 resulting from further adverse impacts of the COVID-19 public health crisis, subject to further amendment of the Agreement.

3. Except as otherwise modified in this Amendment, the Agreement is affirmed and ratified in each and every particular.

4. The Levitt Parties consent to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Contract Control Number:** PARKS-201313796-03 / 202157359  
**Contractor Name:** FRIENDS OF LEVITT PAVILION DENVER

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:**

PARKS-201313796-03 / 202157359  
FRIENDS OF LEVITT PAVILION DENVER

By:  \_\_\_\_\_  
1560A7AD7347450...

Name: Chris Zacher  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A-2

## Levitt Denver - Proposed 15 year Loan Term

	Period	Beginning	Annual Principal	Rate	Interest	Amount Total	
1	2018	\$ 800,000	\$ 50,000	2.8%	\$ 22,400	\$ 72,400	
2	2019	\$ 750,000	\$ 44,493	2.8%	\$ 21,000	\$ 65,493	interest payment due 3/1/2021; principal payment due 8/31/2021
3	2020	\$ 705,507		2.8%			no payment due, COVID-19 relief
4	2021	\$ 705,507		2.8%		\$ -	no payment due, COVID-19 relief
5	2022	\$ 705,507	\$ 45,739	2.8%	\$ 19,754	\$ 65,493	payment due March 1, 2023
6	2023	\$ 659,768	\$ 47,019	2.8%	\$ 18,474	\$ 65,493	payment due March 1, 2024
7	2024	\$ 612,749	\$ 48,336	2.8%	\$ 17,157	\$ 65,493	payment due March 1, 2025
8	2025	\$ 564,413	\$ 49,689	2.8%	\$ 15,804	\$ 65,493	payment due March 1, 2026
9	2026	\$ 514,724	\$ 51,081	2.8%	\$ 14,412	\$ 65,493	payment due March 1, 2027
10	2027	\$ 463,643	\$ 52,511	2.8%	\$ 12,982	\$ 65,493	payment due March 1, 2028
11	2028	\$ 411,132	\$ 53,981	2.8%	\$ 11,512	\$ 65,493	payment due March 1, 2029
12	2029	\$ 357,151	\$ 55,493	2.8%	\$ 10,000	\$ 65,493	payment due March 1, 2030
13	2030	\$ 301,659	\$ 57,046	2.8%	\$ 8,446	\$ 65,493	payment due March 1, 2031
14	2031	\$ 244,612	\$ 58,644	2.8%	\$ 6,849	\$ 65,493	payment due March 1, 2032
15	2032	\$ 185,969	\$ 60,286	2.8%	\$ 5,207	\$ 65,493	payment due March 1, 2033
16	2033	\$ 125,683	\$ 61,974	2.8%	\$ 3,519	\$ 65,493	payment due March 1, 2034
17	2034	\$ 63,709	\$ 63,709	2.8%	\$ 1,784	\$ 65,493	payment due March 1, 2035
			\$ 800,000			\$ 989,300	