

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 **3501 CHESTNUT DEVELOPMENT LLC**, a Colorado limited liability company, whose address is 1509 York Street, Suite 20, Denver, Colorado 80206 (“Borrower”) and **SHANAHAN DEVELOPMENT LLC**, a Colorado limited liability company, whose address is 1509 York Street, Suite 20, Denver, Colorado 80206 (“Guarantor”), each individually a “Party” and collectively the “Parties.”

RECITALS:

WHEREAS, the Parties entered into a loan agreement dated November 23, 2021 (the “Loan Agreement”), relating to a loan to Borrower in the original principal amount of \$2,450,000.00 (the “Original Loan”); and

WHEREAS, the Borrower executed a Promissory Note for the benefit of the City dated February 14, 2022 evidencing the terms of the Original Loan (the “Note”); and

WHEREAS, repayment of the Note was secured by that certain Deed of Trust dated February 14, 2022 and recorded February 16, 2022 at Reception No. 2022022354 as a lien against the Property (the “Deed of Trust”); and

WHEREAS, the Guarantor executed a guaranty dated February 14, 2022 (the “Guaranty”); and

WHEREAS, the Parties entered into a First Amendment and Modification Agreement (“First Amendment”) dated April 19, 2022 to increase the Original Loan amount to \$3,185,000.00 (“Amended Loan”);

WHEREAS, the Borrower executed a First Amendment to Promissory Note for the benefit of the City dated May 3, 2022 evidencing the terms of the Amended Loan (the “Amended Note”); and

WHEREAS, the Deed of Trust was amended by that certain Deed of Trust Modification Agreement dated May 3, 2022 and recorded May 4, 2022 at Reception No. 2022060793 (“DOT Modification”) to secure repayment of the Amended Note; and

WHEREAS, collectively, the Loan Agreement, Note, Deed of Trust, Guaranty, First Amendment, Amended Note, and DOT Modification are referred to herein as the “Loan Documents;” and

WHEREAS, the Parties wish to amend and modify the terms and conditions of the Loan Documents.

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. A new Section 28 is added to the Loan Agreement, as amended by the First Amendment, as follows:

“28. **ADDITIONAL LOAN TO BORROWER; TERMS OF ADDITIONAL LOAN:**

A. In addition to the other sum set forth herein, and subject to the terms of this Section, the City agrees to lend Borrower an additional sum of Five Million Dollars and No/100 (\$5,000,000.00) for construction costs of the Project (the “Construction Loan”). Borrower will execute a promissory note in a form satisfactory to the City evidencing the Construction Loan (the “Construction Note”). Simple interest at a rate of two percent (2%) per annum shall commence accruing on the outstanding principal balance of the Construction Note on the date on which the first draw on the Construction Loan is made. Commencing on the first day of the first full month after the effective date of the Construction Note and the first day of each month thereafter, Borrower shall make monthly installment payments of accrued interest. Principal and any unpaid interest accrued on the Loan shall mature and be due and payable on the first (1st) anniversary of the date of the Construction Note (the “Construction Note Maturity Date”), if not sooner paid.

B. Repayment of the Construction Note shall be secured by a Deed of Trust (the “Construction Deed of Trust”), in form satisfactory to City, granted by Borrower and encumbering the Property. The Executive Director of HOST is authorized to execute documents necessary to subordinate the lien of the

City's Construction Deed of Trust so long as (i) the subordination agreement is substantially in the form as **Exhibit E**; (ii) encumbrances prior to the City's Deed of Trust do not exceed Fifteen Million Seven Hundred Twenty-Five Thousand Dollars No/100 (\$15,725,000.00); (iii) Borrower is not then in default of its obligations; and (iv) all additional financing for the Project is committed.

C. The Construction Loan shall be pari passu with a loan made by Weave Social Finance. The Executive Director of HOST is authorized to execute documents necessary to carry out the intent of this subsection so long as the documents are in a form approved by the City Attorney.

D. Construction Loan proceeds may be used for hard construction costs of the Project. Borrower may draw on the Construction Loan after the execution of the Construction Note and execution and recordation of the Construction Deed of Trust. Borrower shall submit to the City requisitions with documentation of incurred costs on HOST approved forms, and otherwise comply with the disbursement terms and conditions set forth in **Exhibit B**. The City will not withhold any retainage from disbursements of the Construction Loan.

E. Borrower agrees to pay reasonable loan closing costs, including all recording charges, title insurance charges, costs of surveys, costs for certified copies of instruments, and all other costs incurred by the City in connection with the Construction Loan.

F. As a condition of the City providing consent to the sale, transfer, or conveyance of the Property to Elevation, Elevation must agree to assume the Construction Note in addition to all requirements set forth in Section 6.”

2. Except as herein amended, the Loan Documents continue in effect, and are 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.

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: HOST-202367135-02 / HOST-202158709-02
Contractor Name: 3501 CHESTNUT DEVELOPMENT LLC
SHANAHAN DEVELOPMENT 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-202367135-02 / HOST-202158709-02
3501 CHESTNUT DEVELOPMENT LLC
SHANAHAN DEVELOPMENT LLC

3501 CHESTNUT DEVELOPMENT LLC,
a Colorado limited liability company

By: See attached signature page

Name: See attached signature page
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

HOST-202367135-02 / HOST-202158709-02
3501 CHESTNUT DEVELOPMENT LLC
SHANAHAN DEVELOPMENT LLC

SHANAHAN DEVELOPMENT LLC,
a Colorado limited liability company

By: See attached signature page

Name: See attached signature page
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

HOST-202367135-02 / HOST-202158709-02
3501 CHESTNUT DEVELOPMENT LLC
SHANAHAN DEVELOPMENT LLC

3501 CHESTNUT DEVELOPMENT LLC,
a Colorado limited liability company

By:  _____

Name: Jeff Shanahan
(please print)

Title: Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

HOST-202367135-02 / HOST-202158709-02
3501 CHESTNUT DEVELOPMENT LLC
SHANAHAN DEVELOPMENT LLC

SHANAHAN DEVELOPMENT LLC,
a Colorado limited liability company

By:  _____

Name: Jeff Shanahan
(please print)

Title: Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)