

SECOND CONTRACT ADDENDUM

THIS SECOND CONTRACT ADDENDUM, dated the 1st day of August, 2020 (the "Effective Date"), is between the City of Moore, Oklahoma, a municipal corporation ("City"), The Curve Apartments LP, an Oklahoma limited partnership (along with parent and subsidiary companies, "Developer"), and NHS Moore Curve, LLC, an Oklahoma nonprofit limited liability company (the "Nonprofit") (City, Developer, and Nonprofit, together, the "Parties").

WHEREAS, the Parties entered into a Disposition and Development Agreement ("DDA") on December 17, 2018 for the purpose of conveying certain property owned by the City to the Developer and imposing obligations on the Developer and Nonprofit related to the development of a mixed-use, mixed-income housing development on that property ("Project"); and

WHEREAS, the Parties amended the DDA by adopting a Contract Addendum on March 18, 2019 ("First Contract Addendum"), for the purpose of adding certain HUD-mandated clauses into the DDA; and

WHEREAS, after conducting an audit of documentation relating to the Project, the United States Department of Housing and Urban Development ("HUD") requires the Parties include certain additional clauses in the DDA as set forth in this Second Contract Addendum; and

WHEREAS, the Parties desire to amend the DDA on the terms and conditions set forth below to satisfy HUD's requirements.

NOW, THEREFORE, in consideration of the Parties agreeing to amend their obligations in the existing DDA, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. From and after the Effective Date, Attachment A of the DDA (Special Conditions for Use of Community Development Block Grant Funds), as previously amended by the First Contract Addendum, is hereby amended so as to include the following provisions which are added to take effect following the Effective Date:

ACCESS TO RECORDS

The Developer agrees that the U.S. Department of Housing and Urban Development ("HUD"), the Inspectors General, the Comptroller General of the United States, and the City of Moore, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Developer, Contractor, or any subcontractor which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts upon reasonable advance notice of not less than 72 hours. The right also includes timely and reasonable access to the Developer's, Contractor's, or any subcontractor's personnel for the purpose of interview and discussion related to such documents.

Reference: 2 C.F.R. § 200.336.

COPYRIGHTS

HUD and the City of Moore reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under the DDA, and to any rights of copyright to which the Developer, the Contractor, or any sub-contractor purchases ownership with grant support.

References: 24 C.F.R. § 85.34; 2 C.F.R. § 200.315

ENERGY CONSERVATION

From and after the Effective Date, the Developer agrees, and agrees to require the Contractor and subcontractors to agree, to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, but only if the Contractor and subcontractors are able to comply with this standard on a go-forward basis. As of the date hereof, the Project is over sixty percent (60%) complete and the City agrees and acknowledges that no changes are agreed to or required as a result of this Addendum unless such changes are incorporated into the work that is yet to be completed without additional costs or time delays.

References: 42 U.S.C. 6321 *et. seq.*; 49 C.F.R. Part 18.

SECTION 2. Except as otherwise provided in this Second Contract Addendum, all of the terms and conditions of the DDA, as amended by the First Contract Addendum, remain unchanged and in full force and effect.

SECTION 3. Capitalized terms not otherwise defined in this Addendum will have the meanings ascribed to them in the DDA, as amended.

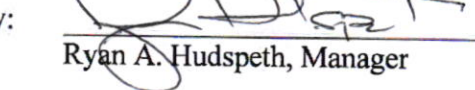
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed in its name and behalf by its Manager.

THE CURVE APARTMENTS, LP,
an Oklahoma limited partnership

By: Belmont Moore, LLC,
an Oklahoma limited liability company,
its primary general partner

By: Belmont Development Company, LLC,
a Florida limited liability company,
its manager

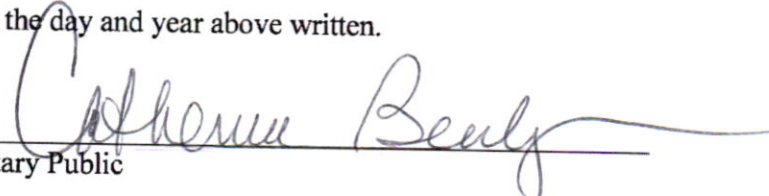
By: 
Ryan A. Hudspeth, Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 30 day of July, 2020, personally appeared Ryan A. Hudspeth, to me known to be the identical person who executed the foregoing instrument as Manager of Belmont Development Company, LLC, a Florida limited liability company, the manager of Belmont Moore, LLC, an Oklahoma limited liability company, the managing general partner of The Curve Apartments, LP, an Oklahoma limited partnership, and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.



Notary Public

My Commission Expires: 08-01-22
My Commission Number: 18007621



TX CURVE MOORE GP, LLC,
a Texas limited liability company,
the administrative general partner
of The Curve Apartments, LP

By: *Melissa R. Fisher*
Melissa R. Fisher, Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

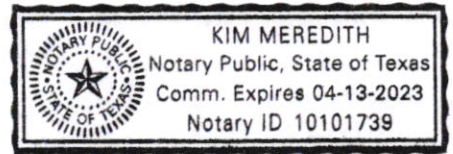
This instrument was acknowledged before me on the 30th day of July, 2020, by
Melissa R. Fisher, as Manager of TX Curve Moore GP, LLC, a Texas limited liability company,
administrative general partner of The Curve Apartments, LP, an Oklahoma limited partnership.

Kim Meredith

Notary Public

My Commission expires: 4/13/2023
My Commission Number: 10101739

[SEAL]



IN WITNESS WHEREOF, the City has caused this Addendum to be duly executed in its name and behalf by its Mayor.

CITY OF MOORE, OKLAHOMA,
a municipal corporation

By: Mark A. Hann
~~Glenn Lewis, Mayor~~ Mark Hann, Vice Mayor

Attest: 
[Signature]
City Clerk

Reviewed for form and legality this 8 day of Sept, 2020.

[Signature]
City Attorney

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____, personally appeared Glenn Lewis, to me known to be the identical person who executed the foregoing instrument as the Mayor of the City of Moore, Oklahoma, and acknowledged to me that he executed the same as his free and voluntary act on behalf of the City of Moore, Oklahoma, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

[Signature]
Notary Public 

My Commission Expires: 06/21/2024
My Commission Number: 12005861

IN WITNESS WHEREOF, the Nonprofit has caused this Addendum to be duly executed in its name and behalf by its Executive Director.

NHS MOORE CURVE, LLC,
an Oklahoma nonprofit limited liability company

By: *R. Chupik*
Name: Roland J. Chupik
Title: Executive Director _____

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 29TH day of July, 2020, personally appeared Roland J. Chupik, to me known to be the identical person who executed the foregoing instrument as the Executive Director of NHS Moore Curve, LLC, an Oklahoma nonprofit limited liability company, and acknowledged to me that he executed the same as his free and voluntary act on behalf of said nonprofit limited liability company, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

Lucy C. Parks
Notary Public

My Commission Expires: 11/03/2020
My Commission Number: 04010052

